

No. 10740

---

United States  
Circuit Court of Appeals  
For the Ninth Circuit.

---

HUGH WILTON,

Appellant,

vs.

UNITED STATES OF AMERICA,

Appellee.

---

Transcript of Record

---

Upon Appeal from the District Court of the United States  
for the Southern District of California,  
Central Division

**FILED**

APR 3 - 1945

**PAUL P. O'BRIEN,**  
CLERK



No. 10740

---

United States  
Circuit Court of Appeals

For the Ninth Circuit.

---

HUGH WILTON,

Appellant,

vs.

UNITED STATES OF AMERICA,

Appellee.

---

Transcript of Record

---

Upon Appeal from the District Court of the United States  
for the Southern District of California,  
Central Division





## INDEX

---

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

	Page
Amended Information .....	3
Appeal:	
Certificate of Clerk to Transcript of Record on .....	23
Grounds of .....	20
Notice of .....	19
Praecept on .....	22
Assignments of Error.....	146
Bill of Exceptions .....	34
Assignments of Error.....	146
Instructions to the Jury.....	132
Stipulation for Settlement of.....	154
Transcript of Testimony.....	35
Exhibits for Plaintiff:	
1—Registration Blank for Housing Units .....	37
2—Registration Blank for Apartments or Houses.....	40
4—Registration Blank for Rooming Houses.....	47

Index	Page
Exhibits for Plaintiff—(Continued)	
5—Registration Blank, unap- proved .....	50
6—Rent Receipt, Oct. 30, 1943, Mr. and Mrs. Edgar M. Mat- hews .....	58
7—Rent Receipt, Dec. 1st, 1943, Mr. and Mrs. Hoffman.....	61
8—Rent Receipt, Dec. 20, 1943, Mr. and Mrs. Yost.....	63
9—Rent Receipt, Dec. 11, 1943, Mr. and Mrs. Mike Green.....	64
10—Rent Receipt, Dec. 6, 1943, Mr. and Mrs. L. C. Bowers....	66
11—Rent Receipt, Dec. 14, 1943, Mr. and Mrs. L. C. Bowers....	66
Witnesses for Defendant:	
Crawford, R. M.	
—direct .....	75
Wilton, Hugh	
—direct .....	84
—cross .....	111, 126
—redirect .....	122
—recross .....	124

## Index

## Page

## Witnesses for Plaintiff:

Barney, Kate	
—direct .....	70
—cross .....	73
Bentley, Madge	
—direct .....	52
—cross .....	54
Bowers, Georgia	
—direct .....	65
Burns, Georgia	
—direct .....	67
—cross .....	69
—redirect .....	70
—recalled, direct .....	125
—cross .....	127
Fordham, Ray	
—direct .....	130
—cross .....	131
Green, Louise	
—direct .....	63
Hoffman, Claude W. Jr.	
..—direct .....	60
Iliff, Gladys	
—direct .....	35
—cross .....	43
—redirect .....	45, 51
—recross .....	51

## Index

Page

## Witnesses for Plaintiff—(Continued)

Mathews, Wilma	
—direct .....	57
—cross .....	59
Moore, Robert L.	
—direct .....	132
—cross .....	132
Shobart, Warren L.	
—direct .....	127
Yost, Mary	
—direct .....	62
Certificate of Clerk to Transcript of Record on Appeal .....	23
Grounds of Appeal.....	20
Judgment and Commitment.....	17
Minute Entries:	
Jan. 28, 1944, Granting Permission to File Amended Information .....	2
Feb. 11, 1944, Arraignment and Plea.....	13
Mar. 15, 1944, Ordering Verdict be Filed and Spread Upon the Minutes, and Set- ting Date for Sentence.....	14
Apr. 3, 1944, Pronouncing Judgment.....	16
May 20, 1944, Extending Time to Settle and File Bill of Exceptions and File As- signments of Error to Aug. 1, 1944.....	25

Index

Page

Minute Entries—(Continued)

Sept. 15, 1944, Extending Time to Settle  
and File Bill of Exceptions, and File As-  
signments of Error to Sept. 18, 1944. . . . 28

Sept. 18, 1944, Extending Time to File and  
Settle Bill of Exceptions and File As-  
signments of Error to Oct. 16, 1944. . . . 29

Oct. 13, 1944, Extending Time to Settle and  
File Bill of Exceptions and Assignments  
of Error to Nov. 1, 1944 and Amend-  
ments Thereto to Nov. 18, 1944. . . . . 31

Names and Addresses of Attorneys of Record. 1

Notice of Appeal. . . . . 19

Order Extending Time to Settle and File Bill  
of Exceptions and File Assignments of Error  
to August 1, 1944. . . . . 25

Order, Extending Time to Settle and File Bill  
of Exceptions and Assignments of Error to  
Sept. 15, 1944. . . . . 27

Order, Extending Time to Settle and File Bill  
of Exceptions and File Assignment of Errors  
to Sept. 18, 1944. . . . . 28

Order Extending Time to File and Settle Bill  
of Exceptions, and File Assignments of Error  
to Oct. 16, 1944. . . . . 29

Index	Page
Order Extending Time to Settle and File Bill of Exceptions and Assignments of Error to Nov. 1, 1944, and Settle Amendments Thereto on or before Nov. 18, 1944.....	31
Order Extending Time to Recast and File Bill of Exceptions and Assignment of Errors to Nov. 27, 1944.....	33
Order that Defendant Remain on his Own Recognizance, and Deposit Sum with Clerk....	22
Praecipe on Appeal.....	22
Stipulation for Settlement of Bill of Exceptions .....	154
Stipulation Granting Appellant to Sept. 15, 1944 to Settle and File Bill of Exceptions...	26
Stipulation Granting Appellant to Nov. 27, 1944 to Recast and File Bill of Exceptions and Assignments of Error.....	32
Verdict .....	16



NAMES AND ADDRESSES OF ATTORNEYS:

For Appellant:

PAUL TAYLOR

215 West Seventh St.  
Los Angeles 13, Calif.

For Appellee:

CHARLES H. CARR,

United States Attorney,

JAMES M. CARTER,

Assistant U. S. Attorney,

ERNEST A. TOLIN,

Assistant U. S. Attorney,

600 U. S. Post Office and Court House  
Bldg., Los Angeles 12, Calif.

At a stated term, to-wit: The September Term, A. D. 1944, of the District Court of the United States of America, within and for the Central Division of the Southern District of California, held at the Court Room thereof, in the City of Los Angeles on Friday the 28th day of January in the year of our Lord one thousand nine hundred and forty-four.

Present: The Honorable J. F. T. O'Connor,  
District Judge.

No. 16,512-Crim.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

HUGH WILTON,

Defendant.

Ray H. Kinnison, Esq., Assistant U. S. Attorney, appearing for the Government, requests permission to file an amended information herein, and it is so ordered.

This Amended Information contains Seven (7) Counts charging Hugh Wilton, with the violation of Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942 (The Maximum penalty on each Count consists of one (1) year imprisonment and/or fine of Five Thousand Dollars (\$5,000.00), or both, with no minimum penalty provided.)



In the District Court of the United States, Southern District of California, Central Division

No. 16512

UNITED STATES OF AMERICA,

Plaintiff,

vs.

HUGH WILTON,

Defendant.

### AMENDED INFORMATION

Comes now Charles H. Carr, United States Attorney in and for the Southern District of California, Central Division, who for the United States and in its behalf, prosecutes in his own proper person, and with leave of Court first had and obtained, gives the Court here to understand and be informed as follows, to-wit:

### COUNT ONE

1. That the defendant, Hugh Wilton, during all times herein mentioned was and now is the operator of that certain apartment building hereinafter described, and as such operator was and now is in charge of the renting and offering for rent of the housing accommodations contained therein; that on or about the 30th day of October, 1943, in the City of Los Angeles, County of Los Angeles, State of California, in the Southern District of California, and in the Central Division thereof, and within the jurisdiction of this Court, said defendant, Hugh

Wilton, as such operator, did knowingly, wilfully and unlawfully demand of and receive from Mr. and Mrs. Edgar M. Mathews, rent in the amount of Twenty Dollars (\$20.00) as two (2) week's rent for the period September 28th, 1943 to October 12th, 1943, for the housing accommodations consisting of Apt. #16 in the apartment building located at 441 North Figueroa Street, in said City of Los Angeles, and within the Los Angeles Defense Rental Area, which said apartment unit at all times herein mentioned had a maximum rent for said two (2) week's period of \$8.00, under Rent Regulation for Housing, (8 Fed. Reg. 7322), issued by the Administrator of the Office of Price Administration, pursuant to Section 2 of the Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942); contrary to the form of the Statute in such case made and provided and against the peace and dignity of the United States (Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942).

## COUNT TWO

Said United States Attorney further informs the Court:

1. That the defendant, Hugh Wilton, during all times herein mentioned was and now is the operator of that certain apartment building hereinafter described, and as such operator was and now is in charge of the renting and offering for rent of the housing accommodations contained therein; that on

or about the 8th day of December, 1943, in the City of Los Angeles, County of Los Angeles, State of California, in the Southern District of California, and in the Central Division thereof, and within the jurisdiction of this Court, said defendant, Hugh Wilton, as such operator, did knowingly, wilfully and unlawfully demand of and receive from Mr. and Mrs. Paul W. Shipton, rent in the amount of Twenty-two Dollars (\$22.00) as two (2) week's rent in advance for the period December 8, 1943 to December 22nd, 1943, for the housing accommodations consisting of Apt. #9, in the apartment building located at 441 North Figueroa Street, in said City of Los Angeles, and within the Los Angeles Defense Rental Area, which said apartment unit at all times herein mentioned had a maximum rent for said two (2) week's period of Nine Dollars (\$9.00) under Rent Regulation for Housing, (8 Fed. Reg. 7322), issued by the Administrator of the Office of Price Administration, pursuant to Section 2 of the Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942); contrary to the form of the Statute in such case made and provided and against the peace and dignity of the United States (Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942).

### COUNT THREE

Said United States Attorney further informs the Court:

1. That the defendant, Hugh Wilton, during all times herein mentioned was and now is the opera-

tor of that certain apartment building hereinafter described, and as such operator was and now is in charge of the renting and offering for rent of the housing accommodations contained therein; that on or about December 1, 1943, in the City of Los Angeles, County of Los Angeles, State of California, in the Southern District of California, and in the Central Division thereof, and within the jurisdiction of this Court, said defendant, Hugh Wilton, as such operator, did knowingly, wilfully and unlawfully demand of and receive from Mr. and Mrs. Claude W. Hoffman, rent in the amount of Twenty Dollars (\$20.00) as two (2) weeks' rent in advance for the period December 1, 1943 to December 15, 1943, for the housing accommodations consisting of Apt. #10 in the apartment building, located at 441 North Figueroa Street, in said City of Los Angeles, and within the Los Angeles Defense Rental Area, which said apartment unit at all times herein mentioned had a maximum rent of Ten Dollars (\$10.00) for said two (2) weeks' period, under Rent Regulation for Housing, (8 Fed. Reg. 7322). issued by the Administrator of the Office of Price Administration, pursuant to Section 2 of the Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942); contrary to the form of the Statute in such case made and provided and against the peace and dignity of the United States (Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942).



## COUNT FOUR

Said United States Attorney further informs the Court:

1. That the defendant, Hugh Wilton, during all times herein mentioned was and now is the operator of that certain apartment building hereinafter described, and as such operator was and now is in charge of the renting and offering for rent of the housing accommodations contained therein; that on or about December 20, 1943, in the City of Los Angeles, County of Los Angeles, State of California, in the Southern District of California, and in the Central Division thereof, and within the jurisdiction of this Court, said defendant, Hugh Wilton, as such operator, did knowingly, wilfully and unlawfully demand of and receive from Mr. and Mrs. H. G. Yost, rent in the amount of Ten Dollars (\$10.00) as one (1) week's rent for the period December 18, 1943 to December 25, 1943, for the Housing accommodations consisting of Apt #11, in the apartment building located at 441 North Figueroa Street, in said City of Los Angeles, and within the Los Angeles Defense Rental Area, which said apartment unit at all times herein mentioned had a maximum rent of Four Dollars and Fifty Cents (\$4.50) for said one (1) week's period, under Rent Regulation for Housing, (8 Fed. Reg. 7322), issued by the Administrator of the Office of Price Administration, pursuant to Section 2 of the Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942); contrary to the form of the Statute in such case made and

provided and against the peace and dignity of the United States (Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942).

### COUNT FIVE

Said United States States Attorney further informs the Court:

1. That the defendant, Hugh Wilton, during all times herein mentioned was and now is the operator of that certain apartment building hereinafter described, and as such operator was and now is in charge of the renting and offering for rent of the housing accommodations contained therein; that on or about the 11th day of December, 1943, in the City of Los Angeles, County of Los Angeles, State of California, in the Southern District of California, in the Central Division thereof, and within the jurisdiction of this Court, said defendant, Hugh Wilton, as such operator, did knowingly, wilfully and unlawfully demand of and receive from Mr. and Mrs. Mike Green, rent in the amount of Ten Dollars (\$10.00) as one (1) week's rent for the period December 11, 1943 to December 18, 1943, for the housing accommodations consisting of Apt. #3, in the apartment building located at 435 North Figueroa Street, in said City of Los Angeles, and within the Los Angeles Defense Rental Area, which said apartment unit at all times herein mentioned had a maximum rent of Three Dollars and Seventy-five Cents (\$3.75) for said one (1) week's period, under Rent Regulation for Housing, (8 Fed. Reg.

7322), issued by the Administrator of the Office of Price Administration, pursuant to Section 2 of the Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942); contrary to the form of the Statute in such case made and provided and against the peace and dignity of the United States (Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942).

### COUNT SIX

Said United States Attorney further informs the Court:

1. That the defendant, Hugh Wilton, during all times herein mentioned was and now is the operator of that certain apartment building hereinafter described, and as such operator was and now is in charge of the renting and offering for rent of the housing accommodations contained therein; that on or about the 6th day of December, 1943, in the City of Los Angeles, County of Los Angeles, State of California, in the Southern District of California, and in the Central Division thereof, and within the jurisdiction of this Court, said defendant, Hugh Wilton, as such operator, did knowingly, wilfully and unlawfully demand of and receive from Mr. John Doe Bower, whose other and true given name is unknown to said United States Attorney, and Mrs. Georgia Bower, rent in the amount of Ten Dollars (\$10.00) as one (1) week's rent for the period December 5, 1943 to December 12, 1943, for the housing accommodations consisting of Apt. #4,



in the apartment building located at 435 North Figueroa Street, in said City of Los Angeles, and within the Los Angeles Defense Rental Area, which said apartment unit at all times herein mentioned had a maximum rent for said one (1) week's period of Four Dollars and Thirty-eight Cents (\$4.38) under Rent Regulation for Housing, (8 Fed. Reg. 7322), issued by the Administrator of the Office of Price Administration, pursuant to Section 2 of the Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942); contrary to the form of the Statute in such case made and provided and against the peace and dignity of the United States (Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942).

### COUNT SEVEN

Said United States Attorney further informs the Court:

1. That the defendant, Hugh Wilton, during all times herein mentioned was and now is the operator of that certain apartment building hereinafter described, and as such operator was and now is in charge of the renting and offering for rent of the housing accommodations contained therein; that on or about the 14th day of December, 1943, in the City of Los Angeles, County of Los Angeles, State of California, in the Southern District of California, and in the Central Division thereof, and within the jurisdiction of this Court, said defendant, Hugh Wilton, as such operator, did knowingly, wilfully



and unlawfully demand of and receive from Mr. John Doe Bower, whose other and true given name is unknown to said United States Attorney, and Mrs. Georgia Bower, rent in the amount of Ten Dollars (\$10.00) as one (1) week's rent for the period December 12, 1943 to December 19, 1943 for the housing accommodations consisting of Apt. #4, in the apartment building located at 435 North Figueroa Street, in said City of Los Angeles, and within the Los Angeles Defense Rental Area, which said apartment unit at all times herein mentioned had a maximum rent of Four Dollars and Thirty-eight Cents (\$4.38) for said one (1) week's period, under Rent Regulation for Housing, (8 Fed. Reg. 7322), issued by the Administrator of the Office of Price Administration, pursuant to Section 2 of the Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942); contrary to the form of the Statute in such case made and provided and against the peace and dignity of the United States (Emergency Price Control Act of 1942, Pub. L. 421, 77th Cong. 2d Sess., 56 Stat. 23, January 30, 1942).

Wherefore, said United States Attorney prays that process of this Court be issued against said defendant, that he be dealt with according to law.

CHARLES H. CARR

United States Attorney

By CHARLES H. VEALE

Assistant United States At-  
torney

## VERIFICATION

State of California

County of Los Angeles

United States of America—ss.

George J. Ring, being first duly sworn, upon oath, deposes and says:

That he is an employee of the United States Government, to-wit: a Legal Investigator for the Office of Price Administration, an agency of the United States Government; that in the course of his duty as Legal Investigator for the Office of Price Administration he made an investigation of the matters set forth and mentioned in the above and foregoing Information against Hugh Wilton; that he has read the above and foregoing Information and knows the contents thereof and that the matters set forth therein are true of his own knowledge.

GEORGE J. RING

Subscribed and sworn to before me this 26 day of January, 1944.

[Seal]

EDMUND L. SMITH,

Clerk.

[Endorsed]: Filed, Jan. 28, 1944.

At a stated term, to-wit: The February Term, A. D. 1944, of the District Court of the United States of America, within and for the Central Division of the Southern District of California, held at the Court Room thereof, in the City of Los Angeles on Friday the 11th day of February in the year of our Lord one thousand nine hundred and forty-four.

Present: The Honorable J. F. T. O'Connor, District Judge.

[Title of Cause.]

No. 16.512-Crim.

This cause coming on for arraignment and plea of the defendant Hugh Wilton to the amended information on file herein; Ray H. Kinnison, Esq., Assistant U. S. Attorney, appearing for the Government; Paul Taylor, Esq., appearing for the defendant; John Q. Bybee, Court Reporter, being present and reporting the proceedings; the defendant, being present in court on his own recognizance, now states his true name to be as charged in the amended information, waives the reading of the amended information and enters plea of not guilty to each of the seven counts thereof.

It is ordered that this cause be, and it hereby is, set for trial for February 15, 1944, at 10 A. M. before Judge Jenney.

At a stated term, to-wit: The February Term, A. D. 1944, of the District Court of the United States of America, within and for the Central Division of the Southern District of California, held at the Court Room thereof, in the City of Los Angeles on Wednesday the 15th day of March in the year of our Lord one thousand nine hundred and forty-four.

Present: The Honorable Leon R. Yankwich, District Judge.

[Title of Cause.]

No. 16,512-Crim.

This cause coming on for further jury trial of defendant Hugh Wilton; E. A. Tolin, Assistant U. S. Attorney, appearing as counsel for the Government; Paul Taylor, Esq., appearing as counsel for the said defendant, who is present; and Myrtle Bennallack, Court Reporter, being present and reporting the testimony and the proceedings:

Hugh Wilton, defendant, resumes the stand and testifies further on direct examination and on cross-examination by Attorney Tolin. U. S. Exhibit 12 is marked for identification. The defendant testifies further on re-direct examination and on re-cross-examination by respective counsel. The defendant rests.

Georgia Burns, heretofore sworn, resumes the stand and testifies further for the Government in rebuttal.



Warren L. Shobert is called, sworn, and testifies for the Government.

Ray Fordham is called, sworn, and testifies for the Government and is cross-examined by Attorney Taylor and is questioned by the Court.

Robert L. Moore is called, sworn, and testifies for the Government and cross-examined by Attorney Taylor.

Testimony is closed. The Court reminds the jury of the admonition heretofore given and declares a recess for a few minutes. At 11:20 A. M. court reconvenes and all being present as before, including the jury and the defendant and counsel, Attorney Tolin argues for the Government. At 11:30 A. M. Attorney Taylor argues for the defendant; at 11:45 A. M. Attorney Tolin argues in rebuttal; and at 11:45½ A. M. the Court instructs the jury on the law of the case.

Attorney Taylor asks for clarification as to a certain instruction. The Court makes a statement. Bailiffs Turner and Fuller are sworn to care for the jury during its deliberation upon a verdict, and at 12:17 P. M. the jury retires to deliberate upon a verdict.

At 12:47 P. M. the jury return into court and all being present as before including the defendant with counsel, the jury is asked if they have agreed upon a verdict and the Foreman replies that they have and presents the verdict which is read, and it is ordered that the said verdict be filed and spread upon the minutes, the said verdict as read being as follows:

It is ordered that the cause be, and it hereby is, continued to March 20, 1944, at 10 A. M., for sentence.

[Title of District Court and Cause.]

### VERDICT

We, the Jury in the above-entitled case, find the defendant, Hugh Wilton, guilty, as charged in count one of the Information; guilty, as charged in count three of the Information; guilty, as charged in count four of the Information; guilty, as charged in count five of the Information; guilty, as charged in count six of the Information; guilty, as charged in count seven of the Information.

Dated: Los Angeles, California, March 15th, 1944.

H. K. BAGLEY

Foreman of the Jury.

[Endorsed]: Filed Mar. 15, 1944.

---

At a stated term, to-wit: The February Term, A. D. 1944, of the District Court of the United States of America, within and for the Central Division of the Southern District of California, held at the Court Room thereof, in the City of Los Angeles on Monday the 3rd day of April in the year of our Lord one thousand nine hundred and forty-four.

Present: The Honorable Leon R. Yankwich, District Judge.

[Title of Cause.]

This cause coming on for sentence of the defendant Hugh Wilton on counts 1, 3, 4, 5, 6 and 7; E. A. Tolin, Esq., Assistant U. S. Attorney, appearing for the Government; Paul Taylor, Esq., appearing for the defendant; A. H. Bargion, Court Reporter, being present and reporting the proceedings; the defendant being present; Attorney Taylor makes a statement for the defendant.

The Court pronounces judgment against the defendant as follows:

District Court of the United States, Southern  
District of California, Central Division

No. 16512

Criminal information in 7 counts for violation  
Rent Regulation for Housing of U.S.C., Title  
(8 Fed. Reg. 7322)

UNITED STATES

v.

HUGH WILSON

### JUDGMENT AND COMMITMENT

On this 3rd day of April 1944, came the United States Attorney, and the defendant Hugh Wilton appearing in proper person, and with counsel, and,

The defendant having been convicted on verdict by the jury of the offenses charged in counts 1, 3, 4, 5, 6, 7, in the above-entitled cause, to wit: at Los

Angeles, California about September 28th, 1943 charged and received from tenants at 441 N. Figueroa Street, Los Angeles, Calif., more than the maximum rental fixed for said accomadations and premises, and the defendant having been now asked whether he has anything to say why judgment should not be pronounced against him, and no sufficient cause to the contrary being shown or appearing to the Court, It Is by the Court

Ordered and Adjudged that the defendant, having been found guilty of said offenses, is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for the period of ninety days on the first count of the information, and pay to the United States of America, a fine in the sum of \$500, on the third count of the information, and \$500 on the fourth count of the information, and \$500 on the fifth count of the information, and \$500 on the sixth count of the information, and \$500 on the seventh count of the information,

And for non-payment of the fine the defendant shall stand committed to an institution of the jail type till said fine is paid or he is discharged therefrom by due process of law.

It Is Further Ordered that the receipt of \$500 by the Clerk of this court shall be in satisfaction of the fines imposed, and the clerk shall mark the judgment satisfied upon said receipt; that the defendant have a stay of execution of judgment till 5 P.M. April 5th 1944, and that the second count of the information be and it is hereby dismissed.



It Is Further Ordered that the Clerk deliver a certified copy of this judgment and commitment to the United States Marshal or other qualified officer and that the same shall serve as the commitment herein.

(Signed) LEON R. YANKWICH

United States District Judge.

[Endorsed]: Filed this 3rd day of April 1944.

---

[Title of District Court and Cause.]

### NOTICE OF APPEAL

Name and Address of Appellant: Hugh Wilton, 2225 South Harvard Blvd., Los Angeles, California.

Name and address of appellant's attorneys: Paul Taylor, 930 Bartlett Bldg., Los Angeles, Cal. Joseph P. Guerin, 229 N. Broadway, Los Angeles, Calif.

Offense: Violation (6 counts) of Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942.

Date of Judgment: April 3, 1944.

Defendant was sentenced to 90 days in jail (on Count I), fine of \$500.00 (on Count II), fine of \$500.00 (on Count III), fine of \$500.00 (on Count IV) and a fine of \$500.00 each on Counts V, VI and VII—and provided that the payment of \$500.00 would satisfy all fines on each and every count, save Count I. Defendant is upon his own recognizance, a stay of execution having been granted to April 22, 1944.

I, the above-named Appellant, hereby appeal to the United States Circuit Court of Appeals for the Ninth Circuit from the judgment above-mentioned, on the grounds set forth below.

HUGH WILSON

Appellant

Dated: April 7, 1944.

---

[Title of District Court and Cause.]

GROUND OF APPEAL

I.

That the verdict was not supported by the evidence;

II.

That the verdict was contrary to law;

III.

That the verdict was contrary to the evidence;

IV.

That the verdict was contrary to the law and the evidence;

V.

Insufficiency of the evidence to sustain the verdict;

VI.

Plain errors of law occurring at the trial and not excepted to;

VII.

Plain errors of law occurring at the trial and not excepted to by which the defendant was denied a fair and impartial trial.

JOSEPH P. GUERIN &  
PAUL TAYLOR  
By PAUL TAYLOR

Attorneys for Appellant.

Information: 7 counts for violation Emergency Price Control Act, Rent Division, L.A. Defense Rental Area, filed December 30, 1943;

Amended Information filed January 23, 1944.

Trial by Jury March 14-15, 1944.

Verdict of Guilty, March 15, 1944.

Judgment: 90 days confinement on Count I, \$500.00 fine on each of five counts, provided that payment of \$500.00 pays all fines.

Entered: April 3, 1944.

Notice of Appeal filed April 8, 1944.

Received copy of the within Notice of Appeal this 8th day of April, 1944.

CHARLES H. CARR (J.S.)

Attorney for U. S.

[Endorsed]: Filed Apr. 8, 1944.

[Title of District Court and Cause.]

ORDER

In the above entitled matter an appeal having been filed in the premises,

It Is Ordered that pending decision on appeal defendant remain upon his own recognizance, and that no bond be required in the premises, provided that the sum of Five Hundred Dollars (\$500.00) be deposited with the Clerk of this Court and by him held in registry pending the determination of the appeal.

Dated this 21 day of April, 1944.

J. F. T. O'CONNOR

Judge.

Approved as to form April 20, 1944.

ERNEST A. TOLIN,

Asst. United States Attorney

[Endorsed]: Filed Apr. 21, 1944.

---

[Title of District Court and Cause.]

PRAECIPE

To Mr. Edmund L. Smith, Clerk of the District Court of the United States, in and for the Southern District of California, Central Division:

Please prepare and forward to the United States Circuit Court of Appeal, Ninth Circuit, the fol-

following exemplified papers in the above cause on appeal:

1. Amended Information.
2. Minute Order showing the bail set for the defendant and arraignment.
3. The plea of the defendant to the amended information.
4. Necessary Minute orders during trial of the cause.
5. Verdict.
6. Sentence of defendant.
7. Notice of Appeal.
8. Engrossed Bill of Exceptions.
9. Assignments of Error.
10. All the pleadings and proceedings had in said cause necessary to the perfecting of the appeal.

Dated: November 28, 1944.

PAUL TAYLOR

Attorney for Defendant.

[Endorsed]: Filed Nov. 29, 1944.

---

[Title of District Court and Cause.]

CERTIFICATE OF CLERK

I, Edmund L. Smith, Clerk of the District Court of the United States for the Southern District of California, do hereby certify that the foregoing pages numbered from 1 to 21 inclusive contain full, true and correct copies of Minute Order Entered January 28, 1944; Amended Information; Minute



Order Entered February 11, 1944; Portion of Minute Order Entered March 15, 1944; Verdict; Portion of Minute Order Entered April 3, 1944; Judgment and Commitment; Notice of Appeal; Order and Praecipe which, together with Original Bill of Exceptions and Assignment of Errors and Original Exhibits, transmitted herewith, constitute the record on appeal to the United States Circuit Court of Appeals for the Ninth Circuit.

I further certify that my fees for comparing, correcting and certifying the foregoing record amount to \$7.15 which sum has been paid to me by Appellant.

Witness my hand and the seal of said District Court this 26th day of December, 1944.

[Seal]

EDMUND L. SMITH,

Clerk

By THEODORE HOCKE

Deputy Clerk.

At a Stated Term, to wit: The October Term 1943, of the United States Circuit Court of Appeals for the Ninth Circuit, held in the Court Room thereof, in the City and County of San Francisco, in the State of California, on Monday the twentieth day of May in the year of our Lord one thousand nine hundred and forty-four.

Present:

Honorable Curtis D. Wilbur, Senior Circuit  
Judge Presiding,

Honorable Francis A. Garrecht, Circuit Judge,

Honorable William Healy, Circuit Judge.

No. 10740

HUGH WILTON,

Appellant,

vs.

UNITED STATES OF AMERICA,

Appellee.

ORDER EXTENDING TIME TO SETTLE AND  
FILE BILL OF EXCEPTIONS, AND TO  
FILE ASSIGNMENTS OF ERROR

Upon consideration of the petition of appellant, for an extension of time within which the bill of exceptions in this cause may be settled and filed in above cause, Mr. Ernest A. Tolin, Assistant United States Attorney, counsel for appellee, offering no objection to such extension, and good cause therefor appearing,

It Is Ordered that the time within which the bill of exceptions in above cause may be settled and filed, and the assignments of error filed be, and hereby is extended to and including August 1, 1944.

I Hereby Certify that the foregoing is a full, true, and correct copy of an original Order made and entered in the within-entitled cause.

Attest my hand and the seal of the United States Circuit Court of Appeals for the Ninth Circuit, at the City of San Francisco, in the State of California, this 23rd day of May, 1944.

[Seal]                      PAUL P. O'BRIEN

Clerk, U. S. Circuit Court of Appeals for the Ninth Circuit.

[Endorsed]: Filed May 25, 1944.

---

[Title of Circuit Court of Appeals and Cause.]

### STIPULATION

It Is Hereby Stipulated by and between counsel for the above parties, that the Appellant may have to and including the 15th day of September, 1944 within which to settle and file his Bill of Exceptions and his Assignment of Errors herein.

PAUL TAYLOR

Attorney for Appellant

CHARLES H. CARR,

United States Attorney,

By ERNEST A. TOLIN

Assistant U. S. Attorney

Attorneys for Appellee.



## ORDER

Upon reading the foregoing stipulation and good cause appearing therefor,

It Is Hereby Ordered that the time within which Appellant may settle and file his Bill of Exceptions and file his Assignment of Errors herein be, and the same is hereby extended to and including the 15th day of September, 1944.

Dated, July 26th, 1944.

ALBERT LEE STEPHENS

Judge.

WILLIAM DENMAN,

U. S. Circuit Judge.

State of California

County of Los Angeles—ss.

Kenneth W. Kearney, being duly sworn, deposes and says: that he was associated as counsel for appellant, for the purpose of prosecuting the appeal herein, on July 26, 1944; that the reporter's transcript was delivered to Paul Taylor, counsel of record for appellant, on July 21, 1944; that the time within which to settle and file the Bill of Exceptions and Assignment of Errors expires on August 1, 1944; that the Reporter's Transcript consists of 206 pages, exclusive of exhibits, and it would be a physical impossibility to prepare a Bill of Exceptions and Assignment of Errors by August 1, 1944; that affiant estimates that six weeks additional time would be necessary for that purpose.

KENNETH W. KEARNEY

Subscribed and sworn to, this 26th day of July,  
1944.

JAMES A. MILLER

Notary Public in and for said  
County and State

A True Copy.

Attest: July 31, 1944.

[Seal] PAUL P. O'BRIEN,  
Clerk.

[Endorsed]: Filed July 28. 1944. Paul P.  
O'Brien, Clerk.

---

At a Stated Term, to wit: The October Term 1943,  
of the United States Circuit Court of Appeals for  
the Ninth Circuit, held in the Court Room thereof,  
in the City and County of San Francisco, in the  
State of California, on Friday the fifteenth day of  
September in the year of our Lord one thousand  
nine hundred and forty-four.

Present:

Honorable Curtis D. Wilbur, Senior Circuit  
Judge, Presiding,

Honorable Francis A. Garrecht, Circuit Judge.

[Title of Cause.]

ORDER EXTENDING TIME TO SETTLE AND  
FILE BILL OF EXCEPTIONS AND TO  
FILE ASSIGNMENTS OF ERROR

Upon consideration of the telegraphic application  
of Mr. Kenneth W. Kearney, counsel for appellant,

and good cause therefor appearing, It Is Ordered that the time within which appellant may file and have settled his bill of exceptions, and file his assignments of error herein be, and hereby is extended to and including September 18, 1944.

I Hereby Certify that the foregoing is a full, true, and correct copy of an original Order made and entered in the within-entitled cause.

Attest my hand and the seal of the United States Circuit Court of Appeals for the Ninth Circuit, at the City of San Francisco, in the State of California, this 18th day of September, 1944.

[Seal]                      PAUL P. O'BRIEN,  
Clerk, U. S. Circuit Court of Appeals for the  
Ninth Circuit.

By FRANK H. SCHMID  
Deputy Clerk

[Endorsed]: Filed Sep. 20, 1944.

---

At a Stated Term, to wit: The October Term, 1943, of the United States Circuit Court of Appeals for the Ninth Circuit, held in the Court Room thereof, in the City and County of San Francisco, in the State of California, on Monday the eighteenth day of September in the year of our Lord one thousand nine hundred and forty-four.

Present:

Honorable Curtis D. Wilbur, Senior Circuit  
Judge, Presiding,

Honorable Francis A. Garrecht, Circuit Judge.

[Title of Cause.]

ORDER EXTENDING TIME TO FILE AND  
SETTLE BILL OF EXCEPTIONS, AND  
TO FILE ASSIGNMENTS OF ERROR

Upon consideration of the application of Mr. Paul Taylor, counsel for appellant, and stipulation of counsel for respective parties, and supporting affidavit of Mr. Kenneth W. Kearney, counsel for appellant, and good cause therefor appearing,

It Is Ordered that the time within which appellant may procure to be settled and filed his bill of exceptions, and to file his assignments of error be, and hereby is extended to and including October 16, 1944.

I Hereby Certify that the foregoing is a full, true, and correct copy of an original Order made and entered in the within-entitled cause.

Attest my hand and the seal of the United States Circuit Court of Appeals for the Ninth Circuit, at the City of San Francisco, in the State of California, this 18th day of September, 1944.

[Seal] PAUL P. O'BRIEN,

Clerk, U. S. Circuit Court of Appeals for the  
Ninth Circuit.

By FRANK H. SCHMID  
Deputy Clerk

[Endorsed]: Filed Sep. 20, 1944.



At a Stated Term, to wit: The October Term A.D. 1944, of the United States Circuit Court of Appeals for the Ninth Circuit, held in the Court Room thereof, in the City of Los Angeles, in the State of California, on Friday the thirteenth day of October in the year of our Lord one thousand nine hundred and forty-four.

Present:

Honorable Curtis D. Wilbur, Circuit Judge,

Honorable William Denman, Circuit Judge,

Honorable Albert Lee Stephens, Circuit Judge.

[Title of Cause.]

**ORDER EXTENDING TIME TO SETTLE AND  
FILE BILL OF EXCEPTIONS, AND TO  
FILE ASSIGNMENTS OF ERROR**

Upon consideration of the motion of counsel for of Exceptions and Assignments of Error, in the Kenneth W. Kearney, filed Oct. 11, 1944, and good cause therefor appearing,

It Is Ordered that the time to file proposed Bill of Exceptions and assignments of Error, in the above-entitled cause be, and hereby is extended to and including November 1, 1944; that the appellee herein may have to and including November 10, 1944, to file amendments to said proposed Bill of Exceptions, and that the Bill of Exceptions shall be settled on or before November 18, 1944.

I Hereby Certify that the foregoing is a full, true, and correct copy of an original Order made and entered in the within-entitled cause.



Attest my hand and the seal of the United States Circuit Court of Appeals for the Ninth Circuit, at the City of Los Angeles, in the State of California, this 13th day of October, 1944.

[Seal]                      PAUL P. O'BRIEN,  
Clerk, U. S. Circuit Court of Appeals for the Ninth  
Circuit.

[Endorsed]: Filed Oct. 13, 1944.

---

[Title of Circuit Court of Appeals and Cause.]

#### STIPULATION

It Is Hereby Stipulated by and between counsel for the above parties, that the Appellant may have to and including the 27th day of November, 1944, within which to recast and file the Bill of Exceptions and Assignment of Errors herein which were heretofore settled by the United States District Court on November 16, 1944.

PAUL TAYLOR

Attorney for Appellant.

CHARLES H. CARR,

United States Attorney,

By ERNEST A. TOLIN

Assistant U. S. Attorney.

Attorneys for Appellee.

ORDER

Upon reading the foregoing stipulation and good cause appearing therefor;

It Is Hereby Ordered that the time within which Appellant may recast and file his Bill of Exceptions and Assignment of Errors be, and the same is hereby, extended to and including the 27th day of November, 1944.

Dated: November 16, 1944.

ALBERT LEE STEPHENS

U. S. Circuit Judge.

FRANCIS A. GARRECHT

U. S. Circuit Judge.

State of California,  
County of Los Angeles—ss.

Kenneth W. Kearney, being first duly sworn, deposes and says:

That he is associated with the attorney for Appellant herein; that heretofore the above entitled Court made its order extending the time of appellant to file his Bill of Exceptions until November 1, 1944, and providing that Appellee should have until November 10th within which to propose amendments, and that said Bill of Exceptions and Assignments of Errors should be settled on or before November 18, 1944; that on November 16, 1944, the United States District Court made its order settling said Bill of Exceptions; that it will be necessary to re-assemble said Bill of Exceptions because of the amendments allowed thereto, and to re-type certain portions thereof; affiant prays therefore

(Testimony of Mrs. Gladys Iliff.)

were received in our office and were filed by or on behalf of Mr. Wilton with the rent office as far as I know.

(The documents referred to marked Plaintiff's Exhibits 1 and 2 for identification, were received in evidence as government exhibits 1 and 2 and are hereto attached).

*Government Exhibit No. 1*

**GENERAL INSTRUCTIONS**

The landlord is required to register separately each rental dwelling unit, whether occupied or vacant. A dwelling unit is a room or a group of rooms for which a single rent is paid. Complete this Registration Statement in triplicate. (If not typewritten, be sure sufficient pressure is used so that both carbon copies are clear and distinct.) Remove carbons, and mail or bring the three copies to the Area Rent Office. Use extra sheets, in triplicate, for sections "D" & "E" if necessary.

**UNITED STATES OF AMERICA  
OFFICE OF PRICE ADMINISTRATION  
REGISTRATION OF RENTAL DWELLINGS  
(TYPE OR PRINT PLAINLY - DO NOT FOLD)  
(Do Not Use This Form for Hotels and Rooming Houses)**

Form Approved  
Budget Bureau No. 15-50  
Form DD 6-D  
AREA OFFICE  
COPY

**IDENTIFICATION**

1. 441 No. Figueroa  
Address of this rental dwelling unit
2. Apt. #16  
Apartment number or location
3. Number of Rooms in this dwelling unit
4. Total Number of dwelling units in this structure

**SECTION A. MAILING ADDRESS OF LANDLORD**

1. Name of Landlord James Vaxfield  
2. Name of Agent Hugh Wilton  
3. Address Mail to: ↓  
  
Name Hugh Wilton  
  
Address 2225 So. Harvard Blvd.  
  
City and State Los Angeles, California.

**SECTION B. MAILING ADDRESS OF TENANT**

Name of Tenant Los Roman  
  
Address 441 No. Figueroa Apt. #16  
  
City and State Los Angeles, California.

**SECTION C. MAXIMUM LEGAL RENT**

Read carefully and fill in every item which applies to this dwelling unit.

1. Rent on March 1, 1942: \$ 16 per week ( ) per month ( )
2. Not rented on March 1, 1942 but rented at any time between January 1, 1942 and February 28, 1942.  
Date last rented during that two-month period: \_\_\_\_\_ 1942  
Rent up to that date: \$ \_\_\_\_\_ per week ( ) per month ( )
3. Not rented at any time between January 1, 1942 and March 1, 1942, but rented after March 1, 1942.  
Check one box if applicable:  
( ) (a) Owner occupied or vacant between January 1, 1942 and March 1, 1942.  
( ) (b) Newly constructed without priority rating.  
( ) (c) Newly constructed with priority rating. (If checked, item 6 must also be filled in.)
4. Date first rented after March 1, 1942: \_\_\_\_\_ 1942  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
5. Dwelling unit made available by a change which resulted in an increase or decrease in the number of dwelling units after March 1, 1942.  
Date first rented after such change: \_\_\_\_\_  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
6. Substantially changed after March 1, 1942, but before November 15, 1942. Check one box if applicable:  
( ) (a) From unfurnished to fully furnished.  
( ) (b) From fully furnished to unfurnished.  
( ) (c) By a major capital improvement AS DISTINGUISHED FROM ORDINARY REPAIR, REPLACEMENT AND MAINTENANCE.  
Date first rented after such change: \_\_\_\_\_ 1942  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
7. Dwelling unit newly constructed with a priority rating from the United States or any agency thereof.  
Rent approved by agency granting priority: \$ \_\_\_\_\_ per week ( ) per month ( )
7. THE MAXIMUM LEGAL RENT FOR THIS DWELLING UNIT IS:  
\$16.00 per week ( ) per month ( )

Enter Maximum Legal Rent in accordance with the following instructions:

- (a) If only one of the above items apply to this dwelling unit the Maximum Legal Rent is the rent entered for that item.
  - (b) If more than one of the above items apply to this dwelling unit the Maximum Legal Rent is the rent reported for the most recent date; except in the case of item 6.
  - (c) If item 6 applies to this dwelling unit the Maximum Legal Rent is the lowest of the rents entered in items 1, 2 or 4.
- Note: If any one of the items 3(b), 4 or 5 applies to this dwelling unit you must also fill in the information required in Section "E". The Administrator may at any time order a decrease in the Maximum Legal Rent determined under Items 3(b), 4, or 5, or the grounds that the rent is higher than the rent generally prevailing for comparable housing accommodations on March 1, 1942.

**Section E - See Note Section C. 7**

- If item 3(b), 4 or 5 of Section C was filled in, set forth in specific detail the type and cost of:
- (a) New construction
  - (b) A change in the number of dwelling units
  - (c) A change from unfurnished to fully furnished
  - (d) A major capital improvement

**SECTION D. EQUIPMENT AND SERVICES.**

(Check the equipment and services included in the rent on March 1, 1942 or the most recent date you entered in Section C.)

1. EQUIPMENT	Yes	No
Furniture	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Running Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flush Toilet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bathroom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Central Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heating Stove	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mech. Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity Installed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooking Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If any equipment is shared, explain below:

2. SERVICES	Yes	No
Garage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heat or Heating Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooking Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lighting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ice or Refrigeration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Janitor Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garbage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Painting & Decorating	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exterior Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>

List any other services:

Are all equipment and services indicated above now included in the rent? Yes ☒ No ☐  
If "No" give date when added: \_\_\_\_\_  
DD-102-U

**WARNING**

The rent for this dwelling unit is not to be increased above the Maximum Legal Rent.

A false statement on this form or on another form or document in connection with this form is a violation of the Espionage Laws, and may result in a fine or imprisonment, or both.

RECEIVED  
LA 1





# GENERAL INSTRUCTIONS

The landlord is required to register separately each rental dwelling unit, whether occupied or vacant. A dwelling unit is a room or a group of rooms for which a single rent is paid. Complete this Registration Statement in triplicate. (If not typewritten, be sure sufficient pressure is used so that both carbon copies are clear and distinct.) Remove carbon and mail or bring the three copies to the Area Rent Office. Use extra sheets, in triplicate, for sections D & E if necessary.

## UNITED STATES OF AMERICA OFFICE OF PRICE ADMINISTRATION REGISTRATION OF RENTAL DWELLINGS (TYPE OR PRINT PLAINLY - DO NOT FOLD) (Do Not Use This Form for Hotels and Rooming Houses)

Form Approved  
Subject Matter in GPO Form 1-1942  
Form DD 6-D  
AREA OFFICE  
COPY

### IDENTIFICATION

1. 442 No. Figueroa  
Address of this rental dwelling unit
2. Apt. 710  
Apartment number or location
3. Number of Rooms in this dwelling unit 2
4. Total Number of dwelling units in this structure 8

### SECTION A. MAILING ADDRESS OF LANDLORD

Name of Landlord James Maxfield  
Name of Agent Hugh Wilton  
Address Mailed to ↓

Name Hugh Wilton  
Address 2225 So. Harvard Blvd.  
City and State Los Angeles, California.

### SECTION B. MAILING ADDRESS OF TENANT

Name of Tenant Mary Josef Arellano  
Address 441 N. Figueroa Apt. #10  
City and State Los Angeles, California.

### SECTION C. MAXIMUM LEGAL RENT

Read carefully and fill in every item which applies to this dwelling unit.

- Rent on March 1, 1942: \$ 20.00 per week ( ) per month 3 tenants  
Not rented on March 1, 1942 but rented at any time between January 1, 1942 and February 28, 1942.  
Date last rented during that two-month period: \_\_\_\_\_ 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )  
Not rented at any time between January 1, 1942 and March 1, 1942, but rented after March 1, 1942.  
Check one box if applicable:  
( ) (a) Owner occupied or vacant between January 1, 1942 and March 1, 1942.  
( ) (b) Newly constructed without priority rating.  
( ) (c) Newly constructed with priority rating. (If checked, item 6 must also be filled in.)  
Date first rented after March 1, 1942: \_\_\_\_\_ 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )  
Dwelling unit made available by a change which resulted in an increase or decrease in the number of dwelling units after March 1, 1942.  
Date first rented after such change: \_\_\_\_\_ 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )  
Substantially changed after March 1, 1942, but before November 1, 1942. Check one box if applicable:  
( ) (a) From unfurnished to fully furnished.  
( ) (b) From fully furnished to unfurnished.  
( ) (c) By a major capital improvement AS DISTINGUISHED FROM ORDINARY REPAIR, REPLACEMENT AND MAINTENANCE.  
Date first rented after such change: \_\_\_\_\_ 1942.

- Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )  
Dwelling unit newly constructed with a priority rating from the United States War Agency Bureau.  
Rent approved by agency granting priority: \$ \_\_\_\_\_ per week ( ) per month ( )  
THE MAXIMUM LEGAL RENT FOR THIS DWELLING UNIT IS:  
\$ 20.00 per week ( ) per month 3 tenants

Enter Maximum Legal Rent in accordance with the following instructions:  
(a) If only one of the above items apply to this dwelling unit the Maximum Legal Rent is the rent entered for that item.  
(b) If more than one of the above items apply to this dwelling unit the Maximum Legal Rent is the rent reported for the most recent date, except in the case of item 6.  
(c) If item 6 applies to this dwelling unit the Maximum Legal Rent is the lower of the rents entered in items 1, 3 or 4.  
Note: If any one of the items 3(b), 4 or 5 applies to this dwelling unit you must also fill in the information required in Section "E".  
The Administrator may at any time order a decrease in the Maximum Legal Rent determined under items 3(b), 4, or 5, on the grounds that the rent is higher than the rent generally prevailing for comparable housing accommodations on March 1, 1942.

### Section E - See Note Section C. 7

If item 3(b), 4 or 5 of Section C was filled in, set forth in specific detail the type and cost of:

- (a) New construction (c) A change from unfurnished to fully furnished  
(b) A change in the number of dwelling units (d) A major capital improvement

The rent for this dwelling unit on or after November 1, 1942, can be no more than the maximum legal rent entered in Section C, item 7, regardless of the number of occupants, unless changed by an order of the Area Rent Director.

### SECTION D. EQUIPMENT AND SERVICES.

(Check the equipment and services included in the rent on March 1, 1942 or the most recent date you entered in Section C.)

1. EQUIPMENT Yes No  
Furniture 3 beds ( )  
Running Water ( )  
Hot Water ( )  
Flush Toilet ( )  
Bathroom ( )  
Central Heating ( )  
Heating Stove ( )  
Mech. Refrigerator ( )  
Electricity Installed ( )  
Cooking Stove ( )  
If any equipment is shared, explain below:

2. SERVICES Yes No  
Garage ( )  
Heat or Heating Fuel ( )  
Cooking Fuel ( )  
Cold Water ( )  
Hot Water ( )  
Lighting ( )  
Ice or Refrigeration ( )  
Janitor Service ( )  
Garbage Disposal ( )  
Painting & Decorating ( )  
Interior Repairs ( )  
Exterior Repairs ( )  
List any other services ( )

Are all equipment and services indicated above now included in the rent? Yes ( ) No ( )  
If "No" you enter the file Form DD-182-U.

### WARNING

The rent for this dwelling unit on or after November 1, 1942, can be no more than the maximum legal rent entered in Section C, item 7.  
A false statement on this form, or an omission of material information, may constitute a violation of the Espionage Laws, and may result in the arrest and prosecution of the offender.



# GENERAL INSTRUCTIONS

The landlord is required to register separately each rental dwelling unit, whether occupied or vacant. A dwelling unit is a room or a group of rooms for which a single rent is paid. Complete this Registration Statement in triplicate (If not typewritten, typewritten sufficient pressure is used so that both carbon copies are clear and distinct.) Remove carbon, and mail or bring the three copies to the Area Rent Office. Use extra sheets, in triplicate, for sections 7 & 8, if necessary.

## UNITED STATES OF AMERICA OFFICE OF PRICE ADMINISTRATION REGISTRATION OF RENTAL DWELLINGS (TYPE OR PRINT PLAINLY - DO NOT FOLD) (Do Not Use This Form for Hotels and Rooming Houses)

Form Approved  
Budget Control No. 22-200  
Form DO 6-D  
AREA OFFICE  
COPY

### IDENTIFICATION

- 441 N. Figueroa  
Address of this rental dwelling unit
- Apt. #11  
Apartment number or location
- Number of Rooms in this dwelling unit
- Total Number of dwelling units in this structure

### SECTION A. MAILING ADDRESS OF LANDLORD

Name of Landlord **James Maxfield**  
Name of Agent **Hugh Wilton**  
Address Mailed to

### SECTION B. MAILING ADDRESS OF TENANT

Name **Hugh Wilton**  
Address **2225 So. Harvard Blvd.**  
City and State **Los Angeles, California.**

Name of Tenant **Martha & Carmen King**  
Address **441 N. Figueroa Apt. #11**  
City and State **Los Angeles, California.**

### SECTION C. MAXIMUM LEGAL RENT

Read carefully and fill in every item which applies to this dwelling unit.

- Rent on March 1, 1942: \$ **18.00** per week ( ) per month ( )
- Not rented on March 1, 1942 but rented at any time between January 1, 1942 and February 28, 1942.  
Date last rented during that two-month period \_\_\_\_\_, 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
- Not rented at any time between January 1, 1942 and March 1, 1942, but rented after March 1, 1942.  
Check one box if applicable:  
( ) (a) Owner occupied or vacant between January 1, 1942 and March 1, 1942.  
( ) (b) Newly constructed without priority rating.  
( ) (c) Newly constructed with priority rating. (If checked, item 6 must also be filled in.)  
Date first rented after March 1, 1942 \_\_\_\_\_, 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
- Dwelling unit made available by a change which resulted in an increase or decrease in the number of dwelling units after March 1, 1942.  
Date first rented after such change: \_\_\_\_\_, 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
- Substantially changed after March 1, 1942, but before November 1, 1942. Check one box if applicable:  
( ) (a) From unfurnished to fully furnished.  
( ) (b) From fully furnished to unfurnished.  
( ) (c) By a major capital improvement AS DISTINGUISHED FROM ORDINARY REPAIR, REPLACEMENT AND MAINTENANCE.  
Date first rented after such change: \_\_\_\_\_, 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
- Dwelling unit newly constructed with a priority rating from the United States or any agency thereof.  
Rent approved by agency granting priority: \$ \_\_\_\_\_ per week ( ) per month ( )
- THE MAXIMUM LEGAL RENT FOR THIS DWELLING UNIT IS  
Enter Maximum Legal Rent in accordance with the following instructions:  
(a) If only one of the above items applies to this dwelling unit the Maximum Legal Rent is the rent entered for that item.  
(b) If more than one of the above items apply to this dwelling unit the Maximum Legal Rent is the rent reported for the most recent item entered in the case of item 6.  
(c) If item 6 applies to this dwelling unit the Maximum Legal Rent is the lower of the rents entered in items 1, 3 or 6.  
Note: If any one of the items 1(b), 4 or 5 applies to this dwelling unit you must also fill in the information required in Section "E".  
The Administrator may at any time order a decrease in the Maximum Legal Rent determined under items 1(a), 1(b), 4, or 5, on the grounds that the rent is higher than the rent generally prevailing for comparable housing accommodations on March 1, 1942.

### SECTION D. EQUIPMENT AND SERVICES.

(Check the equipment and services included in the rent on March 1, 1942 or the most recent date you entered in Section C.)

1. EQUIPMENT	Yes	No
Furniture	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Running Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flush Toilet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bathroom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Central Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heating Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mech. Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity Installed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooking Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If any equipment is shared, explain below:

2. SERVICES	Yes	No
Garage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heat or Heating Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooking Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lighting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ice or Refrigeration	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Janitor Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Painting & Decorating	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Interior Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exterior Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
List any other services:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Section E - See Note Section C. 7

If item 1(b), 4 or 5 of Section C was filled in, set forth in greater detail the type and cost of:

- New construction
- A change in the number of dwelling units
- A change from unfurnished to fully furnished
- A major capital improvement

Are all equipment and services indicated above now included in the rent? Yes ☒ No ( )  
If "No" you must also file Form DD-102-U.

### WARNING

The rent for this dwelling unit on and after September 1, 1942, may not be more than the Maximum Legal Rent entered in Section C, item 7.

A false statement on this form or an omission or omission of the Maximum Legal Rent may subject you to a \$1,000 fine or imprisonment for one year.

I HEREBY REPRESENT AND WARRANT that the information furnished herein is true and correct.

**Hugh Wilton**  
Agent of Landlord





1.2  
1.0  
3/14 2  
3/4/4 2  
Jhon

Government's Exhibit No 2

GENERAL INSTRUCTIONS

The landlord is required to register separately each rental dwelling unit, whether occupied or vacant. A dwelling unit is a room or a group of rooms for which a single rent is paid. Complete this Registration Statement in triplicate. (If not typewritten, be sure sufficient pressure is used so that both carbon copies are clear and distinct.) Remove carbons, and mail or bring the three copies to the Area Rent Office. Use extra sheets, in triplicate, for sections "D" & "E" if necessary.

UNITED STATES OF AMERICA  
OFFICE OF PRICE ADMINISTRATION  
REGISTRATION OF RENTAL DWELLINGS  
(TYPE OR PRINT PLAINLY - DO NOT FOLD)  
(Do Not Use This Form for Hotels and Rooming Houses)

Form Approved  
Budget Bureau No. 35-8  
Form DD 6-1  
AREA OFFICE  
COPY

IDENTIFICATION

1. 435 No. Figueroa  
Address of the rental dwelling unit
2. Apt. #4  
Apartment number or location
3. Number of Rooms in this dwelling unit
4. Total Number of dwelling units in this structure

SECTION A. MAILING ADDRESS OF LANDLORD

1. Name of Landlord: James Maxfield  
2. Name of Agent: Hugh Wilton  
3. Address Mail to:  
Name: Hugh Wilton  
Address: 2225 So. Harvard Blvd.  
City and State: Los Angeles, California.

SECTION B. MAILING ADDRESS OF TENANT

Name of Tenant: Fred Flores  
Address: 435 No. Figueroa, Apt. #4  
City and State: Los Angeles, California.

SECTION C. MAXIMUM LEGAL RENT

Read carefully and fill in every item which applies to this dwelling unit.

1. Rent on March 1, 1942: \$ 17.50 per week ( ) per month (X) 3 tenants  
2. Not rented on March 1, 1942 but rented at any time between January 1, 1942 and February 28, 1942.  
Date last rented during that two-month period: \_\_\_\_\_ 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )  
3. Not rented at any time between January 1, 1942 and March 1, 1942, but rented after March 1, 1942.  
Check one box if applicable:  
( ) (a) Owner occupied or vacant between January 1, 1942 and March 1, 1942.  
( ) (b) Newly constructed without priority rating.  
( ) (c) Newly constructed with priority rating. (If checked, item 6 must also be filled in.)  
Date first rented after March 1, 1942: \_\_\_\_\_ 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )  
4. Dwelling unit made available by a change which resulted in an increase or decrease in the number of dwelling units after March 1, 1942.  
Date first rented after such change: \_\_\_\_\_ 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )  
5. Substantially changed after March 1, 1942, but before November 1, 1942. Check one box if applicable:  
( ) (a) From unfurnished to fully furnished.  
( ) (b) From fully furnished to unfurnished.  
( ) (c) By a major capital improvement AS DISTINGUISHED FROM ORDINARY REPAIR, REPLACEMENT AND MAINTENANCE.  
Date first rented after such change: \_\_\_\_\_ 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )  
6. Dwelling unit newly constructed with a priority rating from the United States or any agency thereof.  
Rent approved by agency granting priority: \$ \_\_\_\_\_ per week ( ) per month ( )

7. THE MAXIMUM LEGAL RENT FOR THIS DWELLING UNIT IS:  
\$ 17.50 per week (X) 3 tenants

Enter Maximum Legal Rent in accordance with the following instructions:  
(a) If only one of the above items applies to this dwelling unit the Maximum Legal Rent is the rent entered for that item.  
(b) If more than one of the above items apply to this dwelling unit the Maximum Legal Rent is the rent reported for the most recent date, except in the case of Item 6.  
(c) If Item 6 applies to this dwelling unit the Maximum Legal Rent is the lower of the rents entered in Items 1, 3 or 6.  
(d) If any one of the Items 3(b), 4 or 5 applies to this dwelling unit you must also fill in the information required in Section "E".  
\*Note: If any one of the items 3(b), 4 or 5 applies to this dwelling unit you must also fill in the information required in Section "E".  
The Administrator may at any time order a decrease in the Maximum Legal Rent determined under Items 3(a), 3(b), 4 or 5, on the grounds that the rent is higher than the rent generally prevailing for comparable housing accommodations on March 1, 1942.

Section E - See Note Section C. 7

If item 3(b), 4 or 5 of Section C was filled in, set forth in specific detail the type and cost of:

- (a) New construction
- (b) A change in the number of dwelling units
- (c) A change from unfurnished to fully furnished
- (d) A major capital improvement

The rent for this dwelling unit on or after November 1, 1942, can be no more than the maximum legal rent entered in Section C, Item 7, regardless of the number of occupants, unless changed by an order of the Area Rent Director.

SECTION D. EQUIPMENT AND SERVICES.

(Check the equipment and services included in the rent on March 1, 1942 or the most recent date you entered in Section C.)

1. EQUIPMENT
- |                       | Yes | No  |
|-----------------------|-----|-----|
| Furniture             | (X) | ( ) |
| Running Water         | (X) | ( ) |
| Hot Water             | (X) | ( ) |
| Flush Toilet          | (X) | ( ) |
| Bathroom              | (X) | ( ) |
| Central Heating       | ( ) | (X) |
| Heating Stove         | ( ) | (X) |
| Mech. Refrigerator    | ( ) | (X) |
| Electricity Installed | (X) | ( ) |
| Cooking Stove         | (X) | ( ) |
- If any equipment is shared, explain below:

2. SERVICES
- |                          | Yes | No  |
|--------------------------|-----|-----|
| Garage                   | ( ) | (X) |
| Heat or Heating Fuel     | (X) | ( ) |
| Cooking Fuel             | ( ) | (X) |
| Cold Water               | (X) | ( ) |
| Hot Water                | (X) | ( ) |
| Light or Refrigerator    | (X) | ( ) |
| Janitor Service          | ( ) | (X) |
| Garbage Disposal         | ( ) | (X) |
| Painting & Decorating    | ( ) | (X) |
| Interior Repairs         | ( ) | (X) |
| Exterior Repairs         | (X) | ( ) |
| List any other services: | (X) | ( ) |

Are all equipment and services indicated above now included in the rent? Yes (X) No ( )  
If "No" you must also file Form DD-102-U.

WARNING

The rent for this dwelling unit on or after November 1, 1942 can be no more than the Maximum Legal Rent entered in Section C, Item 7.

A false statement on this form or on copies or attempts to evade the law is a criminal offense and may subject you to a \$5,000 fine or imprisonment for one year.  
I HEREBY REPRESENT that the information furnished on this form is true and correct.





# GENERAL INSTRUCTIONS

The landlord is required to register separately each rental dwelling unit, whether occupied or vacant. A dwelling unit is a room or a group of rooms for which a single rent is paid. Complete this Registration Statement in triplicate. If not typewritten, be sure sufficient pressure is used so that both carbon copies are clear and distinct. Remove carbons, and mail or bring the three copies to the Area Rent Office. Use extra sheets, in triplicate, for sections "D" & "E" if necessary.

## UNITED STATES OF AMERICA OFFICE OF PRICE ADMINISTRATION REGISTRATION OF RENTAL DWELLINGS (TYPE OR PRINT PLAINLY - DO NOT FOLD Do Not Use This Form for Hotels and Rooming Houses)

Form DD 6-0  
AREA OFFICE  
COPY

### IDENTIFICATION

- 435 No. Figueroa  
Address of this rental dwelling unit
- Apt. #3  
Apartment number or location
- Number of Rooms in this dwelling unit
- Total Number of dwelling units in this structure

### SECTION A. MAILING ADDRESS OF LANDLORD

1. Name of Landlord James Maxfield  
2. Name of Agent Hugh Wilton  
3. Address Mailed to  
Name Hugh Wilton  
Address 2225 So. Harvard Blvd.  
City and State Los Angeles, California.

### SECTION B. MAILING ADDRESS OF TENANT

Name of Tenant Pete Mandalope  
Address 435 No. Figueroa Apt. #3  
City and State Los Angeles, California.

### SECTION C. MAXIMUM LEGAL RENT

Read carefully and fill every item which applies to this dwelling unit

- Rent on March 1, 1942: \$ 15.00 per week ( ) per month X one tenant
- Not rented on March 1, 1942 but rented at any time between January 1, 1942 and February 28, 1942.  
Date last rented during that two-month period: \_\_\_\_\_ 1942.  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
- Not rented at any time between January 1, 1942 and March 1, 1942, but rented after March 1, 1942.  
Check one box if applicable:  
( ) (a) Owner occupied or vacant between January 1, 1942 and March 1, 1942  
( ) (b) Newly constructed without priority rating.  
( ) (c) Newly constructed with priority rating. (If checked, item 6 must also be filled in.)  
Date first rented after March 1, 1942: \_\_\_\_\_ 1942  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
- Substantially changed after March 1, 1942, but before November 1, 1942. Check one box if applicable:  
( ) (a) From unfurnished to fully furnished.  
( ) (b) From fully furnished to unfurnished.  
( ) (c) By a major capital improvement AS DISTINGUISHED FROM ORDINARY REPAIR, REPLACEMENT AND MAINTENANCE.  
Date first rented after such change: \_\_\_\_\_ 1942  
Rent on that date: \$ \_\_\_\_\_ per week ( ) per month ( )
- Dwelling unit newly constructed with a priority rating from the United States or any agency thereof.  
Rent approved by agency granting priority: \$ \_\_\_\_\_ per week ( ) per month ( )
- THE MAXIMUM LEGAL RENT FOR THIS DWELLING UNIT IS:  
\$ 15.00 per week ( ) per month X one tenant

Enter Maximum Legal Rent in accordance with the following instructions:  
(a) If only one of the above items applies to this dwelling unit the Maximum Legal Rent is the rent entered for that item.  
(b) If more than one of the above items apply to this dwelling unit the Maximum Legal Rent is the rent reported for the most recent date, except in the case of Item 4.  
(c) If Item 6 applies to this dwelling unit the Maximum Legal Rent is the lower of the rents entered in Items 1, 3 or 4.  
\*Note: If any one of the Items 3(b), 4 or 5 applies to this dwelling unit you must also fill in the information required in Section "E".  
The Administrator may at any time order a decrease in the Maximum Legal Rent determined under Items 3(a), 3(b), 4 or 5, on the grounds that the rent is higher than the rent presently prevailing for comparable housing accommodations on March 1, 1942.

### Section E - See Note Section C. 7

- If item 3(b), 4 or 5 of Section C was filled in, set forth in specific detail the type and cost of:  
(a) New construction (c) A change from unfurnished to fully furnished  
(b) A change in the number of dwelling units (d) A major capital improvement

### SECTION D. EQUIPMENT AND SERVICES.

(Check the equipment and services included in the rent on March 1, 1942, or the most recent date you entered in Section C.)

- | 1. EQUIPMENT          | Yes                                 | No                       |
|-----------------------|-------------------------------------|--------------------------|
| Furniture             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Running Water         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Hot Water             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Flush Toilet          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bathroom              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Central Heating       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Heating Stove         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Mech. Refrigerator    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Electricity Installed | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Cooking Stove         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
- If any equipment is shared, explain below:

### 2. SERVICES

- |                       | Yes                                 | No                       |
|-----------------------|-------------------------------------|--------------------------|
| Garage                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Heat or Heating Fuel  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Cooking Fuel          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Cold Water            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Hot Water             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Lighting equipment    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Ice or Refrigeration  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Janitor Service       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Garbage Disposal      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Painting & Decorating | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Interior Repairs      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exterior Repairs      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
- List any other services:

Are all equipment and services included in the rent? Yes ☒ No ☐  
If "No" you must also file Form DD-102-U.

### WARNINGS

The rent for this dwelling unit on and after March 1, 1942, can be no more than the Maximum Legal Rent entered in Section C, Item 7, regardless of the number of occupants, unless changed by an order of the Rent Director.

A false statement on this form, or an omission or concealment of any information required by this form, or a violation of any of the provisions of the War Relocation Act, may constitute a crime under Federal Law.

The rent for this dwelling unit on or after March 1, 1942, can be no more than the Maximum Legal Rent entered in Section C, Item 7, regardless of the number of occupants, unless changed by an order of the Rent Director.



# GENERAL INSTRUCTIONS

The landlord is required to register separately each rental dwelling unit whether occupied or vacant. A dwelling unit is a room or a group of rooms for which a single rent is paid. Complete this Registration Statement in triplicate. (If not typewritten, be sure sufficient pressure is used so that both carbon copies are clear and distinct.) Remove carbons and mail or bring the three copies to the Area Rent Office. Use extra sheets, in triplicate, for sections "D" & "E" if necessary.

## UNITED STATES OF AMERICA OFFICE OF PRICE ADMINISTRATION REGISTRATION OF RENTAL DWELLINGS (TYPE OR PRINT PLAINLY - DO NOT FOLD) (Do Not Use This Form for Hotels and Rooming Houses)

Form Approved  
Budget Bureau No. 65-2 (25-42)  
Form DD 6-D  
AREA OFFICE  
COPY

### IDENTIFICATION

1. 435 No. Figueroa  
Address of this rental dwelling unit
2. Apt. #9  
Apartment number or location
3. Number of Rooms in this dwelling unit 1
4. Total Number of dwelling units in this structure 8

### SECTION A. MAILING ADDRESS OF LANDLORD

1. Name of Landlord James Maxfield
2. Name of Agent Hugh Wilton
3. Address Mail to

Name Hugh Wilton

Address 2225 So. Harvard Blvd.

City and State Los Angeles, California.

### SECTION B. MAILING ADDRESS OF TENANT

Name of Tenant Mrs. Marie Smiley Chang

Address 435 No. Figueroa Apt. #9

City and State Los Angeles, California.

### SECTION C. MAXIMUM LEGAL RENT

Read carefully and fill in every item which applies to this dwelling unit.

1. Rent on March 1, 1942 \$ 18.00 per week ( ) per month ( )
2. Not rented on March 1, 1942 but rented at any time between January 1, 1942 and February 28, 1942.  
Date last rented during that two-month period: \_\_\_\_\_ 1942.  
Rent on that date \$ \_\_\_\_\_ per week ( ) per month ( )
3. Not rented at any time between January 1, 1942 and March 1, 1942, but rented after March 1, 1942.  
Check one box if applicable:  
( ) (a) Owner occupied or vacant between January 1, 1942 and March 1, 1942.  
( ) (b) Newly constructed without priority rating.  
( ) (c) Newly constructed with priority rating. (If checked, item 6 must also be filled in.)

Date first rented after March 1, 1942 \_\_\_\_\_ 1942

Rent on that date \$ \_\_\_\_\_ per week ( ) per month ( )

4. Dwelling unit made available by a change which resulted in an increase or decrease in the number of dwelling units after March 1, 1942.

Date first rented after such change: \_\_\_\_\_ 1942

Rent on that date \$ \_\_\_\_\_ per week ( ) per month ( )

5. Substantially changed after March 1, 1942, but before November 1, 1942. Check one box if applicable:

( ) (a) From unfurnished to fully furnished

( ) (b) From fully furnished to unfurnished

( ) (c) By a major capital improvement **DISTINGUISHED FROM ORDINARY REPAIR, REPLACEMENT AND MAINTENANCE**

Date first rented after such change: \_\_\_\_\_ 1942

Rent on that date \$ \_\_\_\_\_ per week ( ) per month ( )

6. Dwelling unit newly constructed with a priority rating from the United States or other agency thereof.

Rent approved by agency granting priority: \$ \_\_\_\_\_ per week ( ) per month ( )

7. THE MAXIMUM LEGAL RENT FOR THIS DWELLING UNIT IS:

\$ 18.00 per week ( ) per month ( )

Enter Maximum Legal Rent in accordance with the following instructions:

(a) If only one of the above items apply to this dwelling unit the Maximum Legal Rent is the rent entered in item 1.

(b) If more than one of the above items apply to this dwelling unit the Maximum Legal Rent is the rent entered in item 1.

(c) If item 6 applies to this dwelling unit the Maximum Legal Rent is the lower of the rents reported in items 1 and 6.

(d) If item 5 applies to this dwelling unit you must also fill in the information required in Section "E".

The Administrator may at any time order a decrease in the Maximum Legal Rent determined under items 1(a), 1(b), 4, or 5, on the grounds that the rent is higher than the rent generally prevailing for comparable housing in the community as of March 1, 1942.

### Section E - See Note Section C. 7

If item 1(b), 4 or 5 of Section C was filled in, set forth in specific detail the type and cost of:

(a) New construction

(b) A change in the number of dwelling units

(c) A change from unfurnished to fully furnished

(d) A major capital improvement

### SECTION D. EQUIPMENT AND SERVICES.

(Check the equipment and services included in the rent on March 1, 1942 or the most recent date you entered in Section C.)

#### 1. EQUIPMENT

	Yes	No
Furniture	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Running Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flush Toilet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bathroom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Central Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heating Stove	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mech. Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electricity Installed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooking Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If any equipment is shared, explain below:

#### 2. SERVICES

	Yes	No
Garage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heat or Heating Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooking Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ice or Refrigeration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Janitor Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garbage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Painting & Decorating	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exterior Repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>

List any other services:

Are all equipment and services indicated above now included in the rent? Yes ☒ No ☐  
If "No" you must also file Form DD-102-U.

### WARNING

The rent for this dwelling unit as of and after November 1, 1942 can be no more than the Maximum Legal Rent entered in Section C, item 7.

A false statement on this form or an omission or intentional violation of the Maximum Rent Regulation may subject you to \$10,000 fine or imprisonment for one year.

It is unlawful to knowingly or recklessly obstruct or interfere with the enforcement of the Maximum Rent Regulation.

Penalties for violations of the Maximum Rent Regulation are provided in the Maximum Rent Regulation.

For more information, see the Maximum Rent Regulation.





(Testimony of Mrs. Gladys Iliff.)

Cross Examination

The insignia evidently made by a rubber stamp "Must be registered again" was not on exhibits 1 and 2 when I first saw them. They were put in the area file with the stamp on. When Mr. Wilton declared to us that he had changed his apartment house into rooms, that was attached to the new one. I have nothing to do with that particular part of it. Those are always drawn from the area files when a landlord comes in to re-register, saying that he has changed. They are then put together for investigation. I did not put it there and do not know the date. Unless they have a date on them, they were filed before January 15, 1943. The rubber stamps were put on at some other time. In the course of the office procedure many people handle the files. I do not know who put them on there. There is nothing in my mind to identify these other than what appears on the face. I have seen other registrations which were on the D H Form, which is the one we use for hotels and rooming houses. I do not know the exact date. It might have been October or November of 1943 that Mr. Wilton came in and requested that his forms be given to him. At some time and place there was a re-registration of some sort. It was brought before me for approval and it was not granted. I did not approve giving the re-registration to Mr. Wilton because we have to have an investigation before we can do that. The power or province to approve or disapprove is through proper investi-

(Testimony of Mrs. Gladys Iliff.)

is fundamentally correct in our minds. Then these forms are stamped with the registered stamp and then they are torn apart. This part remains in the area file. The landlord's and the tenant's copies are mailed through the mail to the landlord, the respective landlord and the tenant. In this case of the registrations of the apartments as apartments, these were sent out. I refer to Exhibits 1 and 2. Exhibits 1 and 2 are the registration of those properties as apartment house properties. Exhibit No. 4 for identification, is the registration for rooming houses and it is the one that I referred to that was not returned to (him) Mr. Wilton. His copy was not O. K.'d. As far as I know it was filed with the area rent office by Mr. Wilton. It comes in our office with the signature, we do not accept it, of course, if it is not signed. It was not approved. He was not ever given permission to charge the rental shown on this exhibit No. 4.

(The document referred to as Plaintiff's Exhibit No. 4 was received in evidence as Government Exhibit No. 4 and is hereto attached).

Government Exhibit No 4

UNITED STATES OF AMERICA  
OFFICE OF PRICE ADMINISTRATION

FORM APPROVED  
DEPARTMENT OF COMMERCE  
Form DP-10  
AREA OFFICE COPY

Hotels, Tourist Homes, Boarding Houses, Dormitories, Auto  
Camps, Tourist Camps, Tourist Homes and Cabins, and Trailer Camps

(TYPE OR PRINT PLAINLY - DO NOT FOLD)

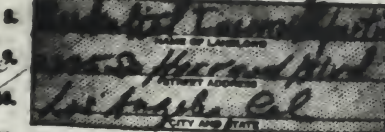
Please Read the Instructions Carefully Before Filling  
Out This Registration Statement

SECTION A - IDENTIFICATION

This establishment is at:

Hotel ☐ Trailer Camp ☐  
Boarding House ☐ Residence Club ☐  
Tourist Home ☐ Tourist Cabin ☐  
Auto Camp ☐

6. Name of Establishment: 441 N. Figueroa St  
7. Street Address: 441 N. Figueroa St



9. Total Number of Rooms for Rent: 14  
10. Total Number of Occupants: 30  
Fully Rented: 30

11. Did this establishment rent rooms or offer them  
for rent on March 1, 1942?

Yes ☐ No ☒

If the answer is "no", on what date did this  
establishment first offer rooms for rent after  
March 1, 1942?

Feb 15 1943

12. Total Number of Bathrooms: 8

Was the eating of meals required as a condition of  
renting any room in this establishment on June 15,  
1942? Yes ☐ No ☒

SECTION B - MAXIMUM LEGAL RENTS FOR ROOMS RENTED OR OFFERED FOR RENT

If the room was actually rented at the rent reported and not merely offered for rent,  
indicate by placing an "X" in the box after the amount.

If there was only a single rate covering both room and meals, apportion the total charge be-  
tween a charge for meals and a charge for room rent. The apportionment must be fair and reason-  
able. ENTER ONLY THE CHARGE FOR ROOM RENT.

1. Are any of the rents entered below apportioned from a single charge for room and meals? Yes ☐ No ☒  
2. Schedule of maximum legal rents.

Room Type No. of Persons	DAILY RATE			WEEKLY RATE			MONTHLY RATE		
	one person	two persons	three persons	one person	two persons	three persons	one person	two persons	three persons
21	2.00	2.50	3.00	9.00	10.50	11.00	36	40	44
22	1.50	2.00	2.50	5.50	6.00	6.50	20	24	28
23	1.50	2.00	2.50	4.50	5.00	5.50	18	22	26
24	1.50	2.00	2.50	5.50	6.00	7.00	20	24	28
25	1.50	2.00	2.50	5.50	6.00	7.00	20	24	28
26	1.50	2.00	2.50	5.50	6.00	7.00	20	24	28
27	1.50	2.00	2.50	5.50	6.00	7.00	20	24	28
28	1.50	2.00	2.50	5.50	6.00	7.00	20	24	28
29	1.50	2.00	2.50	5.50	6.00	7.00	20	24	28
30	1.50	2.00	2.50	5.50	6.00	7.00	20	24	28

If additional space is required, continue on the back of this sheet.

WARNING

The rates reported in Section B are the Maximum Legal Rents which may be charged. Any charge in  
excess of those rates, unless previously authorized in accordance with the Maximum Rent Regulation, may sub-  
ject you to a \$5,000 fine or imprisonment for one year, or both, and to damages payable to the tenant amounting  
to three times the overcharge, plus attorney's fees. A false statement on this form may subject you to a \$5,000  
fine or imprisonment for one year, or both.

I HEREBY REPRESENT that all statements and entries given herein are true and

441 N. Figueroa St  
Los Angeles, Cal





# SECTION B (Continued) - MAXIMUM LEGAL RENTS FOR ROOMS RENTED OR OFFERED FOR RENT

Room Number or Location	DAILY RATE			WEEKLY RATE			MONTHLY RATE		
	one person	two persons	three persons	one person	two persons	three persons	one person	two persons	three persons
36	1.50	2.00	2.50	5x 6	7	20	24	28	
37	1.50	2.00	2.50	5x 6	7	20	24	28	
39	1.50	2.00	2.50	5x 6	7	20	24	28	
40	1.50	2.00	2.50	5x 6	7	20	24	28	

Case No. 16572 vs. Wilton

EXHIBIT

Date 3/14/44 No. 4 IDENTIFICATION

File No. 3/14/44 IN EXHIBIT

U. S. District Court, Sou. Dist. N. Y.

*[Signature]*





(Testimony of Mrs. Gladys Iliff.)

Government's Exhibit No. 5 for identification, is another registration filed by the defendant Hugh Wilton with the area rent office. It was never approved. It apparently concerned the same properties that are referred to on Exhibits 1 and 2. Mr. Wilton was (not ever) never given authority to charge the rental shown thereon. The document was never filed because there is no registered stamp upon it. It was presented for filing but never has been filed.

(The document referred to as Government's Exhibit No. 5 for identification was received in evidence as Government's Exhibit No. 5 and is attached hereto.)



U.S.  
3/14/44  
3/14/44  
U.S. War Rel. Comm.  
San Francisco

*Government Exhibit No 5*  
**UNITED STATES OF AMERICA**  
**OFFICE OF PRICE ADMINISTRATION**

FORM APPROVED  
D. T. 17-7 (REV. 10-18-42)  
Form DHD-1  
AREA OFFICE COPY

Registration of Hotels, Rooming Houses, Boarding Houses, Dormitories, Auto  
Camps, Residence Clubs, Tourist Homes and Cabins, and Trailer Camps

**TYPE OR PRINT PLAINLY - DO NOT FOLD**

Please Read the Instructions Carefully Before Filling  
Out This Registration Statement

**SECTION A - IDENTIFICATION**

1. This establishment is:  
Hotel ☐ Tourist Camp ☐  
Boarding House ☒ Tourist Club ☐  
Rooming House ☐ Tourist Home ☐  
Dormitory ☐ Tourist Station ☐  
Auto Camp ☐
2. Total Number of Rooms for Rent 14
3. Is the establishment licensed?  
When Licensed 30
4. Total Number of Bathrooms 8
5. Was the following statement made as a condition of  
renting the room in this establishment on June 15,  
1942: Yes ☐ No ☒

6. Name of Establishment 125 1/2 Fifth St
7. Street Address
8. Residential Loan & Repairs, Inc.  
NAME OF LANDLORD
9. 1225 South Harvard Blvd  
STREET ADDRESS
10. Los Angeles, Cal  
CITY AND STATE
11. Did the establishment rent rooms or offer them  
for rent on March 1, 1942?  
Yes ☐ No ☒  
If the answer is "no" on what date did this  
establishment first offer rooms for rent after  
March 1, 1942?  
Feb 1<sup>st</sup> 1943

**SECTION B - MAXIMUM LEGAL RENTS FOR ROOMS RENTED OR OFFERED FOR RENT**

Note: If the room was actually rented at the rent reported and not merely offered for rent, indicate by placing an "X" in the box after the amount.

If there was only a single rate covering both room and meals, apportion the total charge between a charge for meals and a charge for room rent. The apportionment must be fair and reasonable. ENTER ONLY THE CHARGE FOR ROOM RENT.

1. Are any of the rents entered below apportioned from a single charge for room and meals? Yes ☐ No ☒
2. Schedule of maximum legal rents.

Room Num and Location	DAILY RATE			WEEKLY RATE			MONTHLY RATE		
	one person	two persons	three persons	one person	two persons	three persons	one person	two persons	three persons
1	1.50	2.00	2.50	6 X	7	8	24	26	28
3	1.00	1.50	2.00	5	6 X	7	20	24	28
4	1.00	1.50	2.00	5 X	6	7	20	24	28
5	1.50	2.00	2.50	4	5 X	6	16	20	24
6	1.50	2.00	2.50	4	5 X	6	16	20	24
8	1.50	2.00	2.50	4	5 X	6	16	20	24
9	1.50	2.00	2.50	4	5 X	6	16	20	24

If additional space is required, continue on the back of this sheet.

**WARNING**

The rates reported in Section B are the Maximum Legal Rents which may be charged. Any charge in excess of those rates, unless previously authorized in accordance with the Maximum Rent Regulation, may subject you to a \$5,000 fine or imprisonment for one year, or both, and to damages payable to the tenant amounting to three times the overcharge, plus attorney's fees. A false statement on this form may subject you to a \$5,000 fine or imprisonment for one year, or both.

I HEREBY REPRESENT that all statements and entries given herein or attached hereto are true and correct.

Sept. 28 1943

*Residential Loan & Repairs, Inc.*  
*by [Signature] Secretary*









(Testimony of Mrs. Gladys Iliff.)

Recross Examination

We don't file documents until they are approved. They must be inspected by inspectors and approved by the legal department before they are put into the file. It sometimes takes several weeks, depending on how long it takes to make the inspection. The landlord's copy remains with the other copy until it is approved. It may be there a month or two depending on how fast we can get it through. It might take several weeks for the investigation to be made and then several weeks for the legal department to pass on it. In the meantime nothing is released to the applicant, and not until that release does he have authority to charge the rents for which he has asked.

Redirect Examination

On Exhibits No. 4 and 5 bearing the date September 28, is stamped the date of October 1. Those were referred for inspection on the day that Mr. Wilton came in and requested his landlord's copy. We told him we would see in the morning if they were O. K. and if they were O. K. we would give them to him. He came in the next morning and was refused the registration. This particular one did not take months.

Recross Examination

He came in the next morning and he was refused. He was told they were not in order. He was registered correctly evidently in the first place. I did not talk with him at all. I did not hear the

(Testimony of Mrs. Gladys Iliff.)

conversation. Mrs. Burns did the talking that I am relating. She made those remarks at my direction and under my supervision. I told her to make them.

---

### MADGE BENTLEY,

a witness for plaintiff, being sworn, testified as follows:

#### Direct Examination

I was manager of the apartment house located at 441 North Figueroa Street in Los Angeles and 435 North Figueroa Street. They were connected. I became manager about 1931 and ceased to be manager December 1, 1942. I was resident manager and I had the renting of the apartments, collection of rents and the attention to the upkeep in a certain way, of course, and I was under the jurisdiction of another manager. However, that was my duty, to be on the job at all times and take care of the property and the people. I am familiar with the various apartments in that building by apartment numbers. The rental on apartment 16 at 441 North Figueroa Street on the 1st day of March of 1942 was \$16.00 per month. The apartment at that time was rented as unfurnished. There was no furniture maintained in it by the landlord. The apartment was never rented during the time I was there as manager at a rental of \$20.00 per two weeks. I believe the rental on March 1, 1942, for Apartment No. 9 at 441 North Figueroa Street



(Testimony of Madge Bentley.)

was \$18.00 per month. That apartment, during the time I was manager there, never rented at a rental of \$22.00 per two weeks. I think it was rented as furnished and partially furnished. At the time the rental was \$18.00 per month it was furnished. The rental on Apartment No. 10 at 411 North Figueroa Street on the 1st day of March, 1942, was \$20.00 a month. It was never rented at \$20.00 per two weeks period during the time I was manager of that apartment house. It was partially furnished, I believe. On No. 11 at 411 North Figueroa Street on the 1st day of March, 1942, the rental was \$18.00 per month. It never rented at \$10.00 a week during the time I was manager there. It was partially furnished at the time the rent was \$18.00 per month. The rental on Apartment No. 3 at 435 North Figueroa Street on the 1st day of March, 1942, was \$15.00 per month. It never rented at \$10.00 per week during the period I was manager. At the time the rent was \$15.00 per month it was partially furnished—a small part. In each of these cases on the 1st day of March, 1942, the apartments were partially furnished.

The rental on Apartment No. 4 at 435 North Figueroa on the 1st day of March, 1942, was \$17.50 a month. It was never rented at \$10.00 per week when I was manager. On March 1, 1942, it was rented furnished. The apartment accommodations at 411 North Figueroa Street on the 1st day of March, 1942, were rather mixed inasmuch as we had to accommodate people with little furniture



(Testimony of Madge Bentley.)

of their own and some that might not have, and it wasn't a very good class of furniture, but it was usable for the class of people that we had, I believe.

"The Court: Well, when you say 'class of people,' can you tell us more in detail what kind of a neighborhood it was? Was it a workingman's neighborhood, industrial neighborhood or what?

The Witness: It was a working person's neighborhood, the poorer class of people.

Q. (By Mr. Tolin): At that time?

A. Yes, at that time."

The accommodations at 435 North Figueroa Street as of March 1, 1942, were similar. There was not much difference between the two buildings. The apartments were actually rented on the 1st day of March, 1942, all of them.

#### Cross Examination

I was manager from 1931 until December 1, 1942, continuously. I was there all of the time. I occupied two apartments in that building. Apartment 1 and Apartment 3. I did not pay any rent. As manager I had free rent. I was managing it for the owner. There were several owners during my occupancy. Mr. Bliss, Maxfield Wilton, and for a period in which the property was in the hands of the court, Mr. Solof. I worked for two months during the change of administration and I am not entirely familiar with that. I do not have my records, I returned them to Mr. Crawford, the trustee, at the time I left there. Mr. Crawford from 1938 up

(Testimony of Madge Bentley.)

until 1942 was my landlord. He was the Referee in Bankruptcy and I took my orders from him. On March 1, 1942, he was my landlord and Mr. Wilton was not that I know of. On December 1 of 1942 I wasn't there. I left November 15, but I retained an asisatnt manager in 1942. When I left Mr. Crawford was still the trustee as far as I can remember. I occupied Apartments 1 and 5 and 3—not at the same time. I managed the remainder of the property, Part of it was untenantable. The two buildings, 431 and 435 North Figueroa Street, had the entire front off while they were widening Figueroa Street. Those buildings were three stories in height, both approximately the same size, and while they were widening the street, taking the front off and for a long time, approximately a year, there was no tenancy there at all in either of those two buildings. When they were vacated, all the tenants were moved out and all of the furniture was taken away. When the front was back on the apartments were furnished from the furniture that was taken out of them beforehand. It was the same furniture that was taken out.

Apartment No. 9 was partly furnished on March 1, 1942. I rented those apartments to whatever tenants came in. I do not remember when I rented that apartment last before March 1, 1942. At the time the tenant moving in there brought no furniture. It was later that they brought some furniture. It was completely furnished at one time and

(Testimony of Madge Bentley.)

partly furnished at another time. It was fully furnished when it was first rented. I don't remember whether it was partly or fully rented on March 1, 1942. The reason it was partly furnished was because the new tenant had furniture of their own. The people who had come in following brought some in and I had taken out some myself. I did not at any time have an inventory of the furniture in either of those two apartment houses.

Apartment No. 10 was partially furnished on March 1, 1942. There were just one or two pieces I believe. Perhaps a table, perhaps a dresser, and perhaps a kitchen chair.

On Apartment No. 11 on the 1st day of March, 1942, I believe there was a dresser and a dressing table, and a table and two chairs. Just a dining table. There were two rooms, kitchen and bath. The tenant on March 1st was Richardson. The name of the tenant in Apartment No. 10 on March 1, 1942, was Aredes. There were man, wife and child. In the Richardson family there were man, wife and child. In Apartment No. 16 were man and wife. Mrs. Roman lived in Apartment No. 16. I believe her husband was in the Navy. On March 1st she was there by herself and had no child. Apartment No. 3 had a couple of dressers, just a small amount of furniture, that belonged to the house. I don't remember how many people were living in Apartment 9 on March 1, 1942. Mary Chaffitz was not in Apartment No. 9. Apartment No. 4 on March 1, 1942, was furnished. There were two

(Testimony of Madge Bentley.)

rooms, kitchen and bath. The furniture was chair, table, dressers, bed, stove and curtains. I was occupying those apartments. After the apartment house had had a new front put on, I had come in as manager. I didn't occupy No. 5 at that time. On March 1st it was occupied. (It was vacant.) It was a room on the back, it wasn't an apartment. When I came in it was not occupied. I believe it was around 1937 or 1938 when the front was restored and when I moved back in.

---

**MRS. WILMA MATHEWS,**

called as a witness on behalf of plaintiff, having been first duly sworn, testified as follows:

**Direct Examination**

I lived at 441 North Figueroa Street, Los Angeles. It was supposed to be an apartment house. I lived in Apartment No. 16 there were a few pieces of furniture in there when we moved in. I would hardly call it partially furnished, but there were a few pieces. A bed, and a chair or two, and a table and a case, a broken-down case. No bedding. There were two rooms with the kitchen and bath. One room was a sleeping room. Government's Exhibit No. 6 for identification I suppose I have seen before. I think I had that. I paid the money to Mr. Wilton. I didn't pay it to anybody else ever. I paid Mr. Wilton, the defendant, the \$20.00 shown



(Testimony of Mrs. Wilma Mathews.)

on the receipt. I must have if he gave me credit for it. At that time I paid it to him because my husband advised me to. At the time I supposed it was for rent but at that time I had been instructed that I didn't have to pay any rent. Our rent was paid way in the future at that time. It was paid to keep Mr. Wilton away from my door. I will tell you that I was advised not to pay him any rent. I paid the money to apply as rent on the place. When I took the apartment I was told that the rent was \$10.00.

(Government's Exhibit No. 6 was received in evidence and is hereto attached).

### GOVERNMENT'S EXHIBIT No. 6

Date Oct. 30, 1943

Mr. and Mrs. Edgar M. Mathews  
441 No. Figueroa St.

---



---

Sept. 28—Oct 5 .....	10.00
Oct. 5—Oct. 12 .....	10.00
	<hr/>
	20.00

Recd Payt

HUGH WILTON

Agent

[Endorsed]: Filed 3/14/44.



(Testimony of Mrs. Wilma Mathews.)

Cross Examination

The Office of Price Administration, the United States Government, advised me that I didn't have to pay any rent. I don't have any ill feeling toward Mr. Wilton as a man. I, or my husband, or both of us, do not owe Mr. Wilton any rent, we do not owe him, not according to the United States Government we don't. It was something like the 17th day of January that we moved out of there. Approximately the 17th of January. We moved in there about the 10th day of May, 1942. Exhibit No. 6 is dated October 30, 1943. I can't say for sure what the last rent we paid at all was. We have in our possession all of the rent receipts for all of the money that we gave to Mr. Wilton. I did not appear before the District Attorney of this County with two or three others complaining against Mr. Wilton for perjury. As to whether I went with Mrs. Aredes to the City Prosecutor's Office in an attempt to get a criminal complaint against Mr. Wilton, my answer is that I went there at the request of the District Attorney. (Tr. 49-50). I appeared in court at the request of the District Attorney. I was escorted there by the police officers as a courtesy to the District Attorney's Office. I didn't go to testify against Mr. Wilton, and they know. I told them that. I don't think it was the Federal District Attorney's Office. There was a bed—a piece of one. A top of it, there were no legs to it, it just sat on the floor. One could sleep in it if one had to. It wasn't a sleeping place.

(Testimony of Mrs. Wilma Mathews.)

There was a dresser when we came. There were three of them when we left maybe, but not when we got there. They were loaned to us, by one of our neighbors, considerable furniture. My husband did his drafting work on the kitchen table. There was some lumber nailed together, a wobbly piece that we could use as a bookcase, at Mr. Mathews' request, if you call that a bookcase. I put books in it. There were a couple or two chairs I guess, in the living room. I guess there were two in the kitchen. I didn't have a rocking chair when we went in there. I had curtains on the windows.

---

CLAUDE W. HOFFMAN, JR.,

called as a witness for plaintiff, having been first duly sworn, testified:

Direct Examination

I live at Apartment No. 10 at 441 North Figueroa Street. I moved in last October of 1943. I have a wife and two children. I occupy an apartment, so advertised in the paper, I think it is called The Times. The apartment had a kitchen and what you call a dining room, bedroom and bath. I have had conversations with Mr. Wilton when I first moved in. I asked to see him personally and he didn't want to appear. He told me when we first moved in the rent was \$10.00 per week. It was supposed to be furnished but it was furnished partly. There was a folding bed that came out of the wall, a settee, a dining room table, four chairs,

(Testimony of Claude W. Hoffman, Jr.)

and an icebox and a few dishes, very few. It was old furniture. I have seen Government's Exhibit No. 7 for identification. The \$10.00 items on this statement are supposed to be for my rent, each one for the period of one week. Mr. Wilton appeared to hand me this receipt. He gave it to my wife and me and on it he was supposed to have \$3.21 to account for moving from the one place here to upstairs. The two \$10.00 payments happen to be for two weeks rent, \$10.00 a piece, one from the 1st to the 8th, and the other from the 8th to the 15th. This is our first rent receipt that we received in that place when we moved from downstairs upstairs. I paid the \$23.21 by check to Mr. Wilton, the defendant.

(The document heretofore marked Plaintiff's Exhibit No. 7 for identification was received in evidence as Government's Exhibit No. 7 and is hereto attached).

GOVERNMENT'S EXHIBIT No. 7

Date Dec. 1st, 1943

Mr. and Mrs. Hoffman

Address: 441 No. Figueroa St.

Account Forwarded

Rent Nov. 28 to 30 Inclusive at

437 $\frac{1}{4}$	7.50	3.21
	1.07	

Rent 441 Dec. 1-8.....	10.00
8-15.....	10.00
	<hr/>
	23.21

(Testimony of Claude W. Hoffman, Jr.)

Rate O.P.A. Reg. 4 people \$10.50. Gas & Elect.

will be paid by tenant above Min. 1.35

Rental Agreement to be signed later.

Gas 437 $\frac{1}{4}$ —Oct. 19-Nov. 18..... 1.84

---

25.05

Recd Payt

HUGH WILTON

Agent

[On reverse side]: Apt. 10 2 Adults & 2 Children

[Endorsed]: Filed 3/14/44.

---

MRS. MARY YOST,

a witness on behalf of the plaintiff, being sworn,  
testified as follows:

Direct Examination

I live at Apartment No. 14, 441 Figueroa Street with my husband and three children. We have an apartment consisting of living room, dining room, bath and kitchen and two in-a-door beds. This was the apartment I occupied during the month of December, 1943. I have lived in that apartment since September 26. I talked to Mr. Wilton about the rental rate of that apartment at one time when I was supposed to pay my rent and I was a couple of days behind and I got mad and said I was going down to the O.P.A. and he said that he was charging the right amount of rent. He said it was \$10.00



(Testimony of Mrs. Mary Yost.)

a week and he was charging it for the rooms or for the apartment, which wasn't wholly furnished. There was no dishes. I did not move any furniture of my own in there.

Referring to Government's Exhibit No. 8 for identification—I paid rent from December 18 to December 25 myself to Mr. Wilton for one week's rent from the 18th to the 25th for apartment No. 12, where I was living at that time. Mr. Wilton wrote the whole of that receipt in my presence.

The document was thereupon received in evidence as Government's Exhibit 8.

### GOVERNMENT'S EXHIBIT No. 8

Date Dec. 20, 1943

Mr. and Mrs. Yost  
441 No Fig Bldg

---

---

Rent	Dec. 18 to 25 .....	10
------	---------------------	----

Recd Payt.

HUGH WILTON  
Agent

[Endorsed]: Filed 3/14/44.

---

MRS. LOUISE GREEN,

a witness called by and on behalf of the plaintiff,  
being sworn, testified:

Direct Examination

I lived at 435 North Figueroa Street, Los Angeles, for the period between December 11, 1943,



(Testimony of Mrs. Louise Green.)

and December 18, 1943. I don't know whether I paid it to Mr. Wilton or Mr. Fenkell. I believe it was Mr. Fenkell. I did not have any conversation with Mr. Wilton about the rent of that apartment. I agreed to pay that amount when we moved in. Mrs. Bowers showed me the apartment. I paid rent to Mr. Wilton of \$10.00 a week. Regarding to Government Exhibit No. 9 for identification, I paid that money to Mr. Wilton. He wrote the receipt in my presence.

(The document marked Plaintiff's Exhibit No. 9 for identification was received in evidence as Government's Exhibit No. 9, and is attached hereto).

### GOVERNMENT'S EXHIBIT No. 9

Date Dec. 11, 1943

Mr. and Mrs. Mike Green  
435 No Fig Bldg

---



---

Rent	Dec. 11 to 18 .....	10.00
	Bal to Dec. 11 .....	5
		<hr/>
		15.00

Reed Payt

HUGH WILTON

[Endorsed]: Filed 3/14/44.

---

It was a furnished apartment. There was no bedding or dishes. There was a living room, dining room, bathroom, kitchen, and two wall beds.

No cross examination.

## GEORGIA BOWERS,

a witness called on behalf of plaintiff, being sworn, testified:

## Direct Examination

I live at 435 North Figueroa and moved there last April with my husband and two children. We had the apartment, two rooms, bath and kitchen. We had a kitchen and a living room, the latter, we used for the children, and we have a bedroom. We rented from a manager that used to be there, a Mrs. Campbell. I talked to Mr. Hugh Wilton about it the day we moved in. He just told us the rent was \$10.00 a week and we paid it. We have paid that rent regularly. Exhibit No. 10 for identification is a rent receipt that I received for rental. It correctly reflects the transaction as to dates and amounts. I paid the money shown on that receipt to Mr. Wilton. That is his signature. The receipt shows \$15.00. We only pay \$10.00 a week. We probably paid him \$5.00 one week, and then caught that up the next. We also paid the money shown on Exhibit No. 11 for identification to Mr. Wilton. That was paid for rent from December 12 to December 19 of 1943, and correctly reflects the transaction. There was some furniture in the kitchen and in the living room, and a chest of drawers, and in the bedroom it had a bed, dresser, and, of course, the kitchen and the bath.

(Exhibits No. 10 and 11 were received in evidence as Government Exhibits No. 10 and 11, and are hereto attached).

(Testimony of Georgia Bowers.)

## GOVERNMENT'S EXHIBIT No. 10

Date Dec. 6, 1943

Mr. and Mrs. L. C. Bowers

435 No. Fig

---



---

Rent	Dec. 5-12 .....	10
Bal	.....	5
		<hr/>
		15

Reed Payt

HUGH WILTON

[Endorsed]: Filed 3/14/44.

## GOVERNMENT'S EXHIBIT No. 11

Receipt

Date Dec. 14, 1943

Mr. and Mrs. L. C. Bowers

435 No. Figueiroa St.

---



---

Rent	Dec. 12 to Dec. 19 .....	10.00
Reed Payt		

HUGH WILTON

Agent

[Endorsed]: Filed 3/14/44.

## GEORGIA BURNS,

a witness called on behalf of plaintiff, being first duly sworn, testified:

## Direct Examination

I am employed at the Office of Price Administration and was employed there during September of 1943. I have charge of registration of hotels and rooming houses. It is a different department than the one that has charge of residences and apartment houses. I do not work in the apartment house section. During September, 1943, I received from Mr. Hugh Wilton a form with respect to a proposal to register certain property as a rooming house. Government's Exhibits No. 4 and 5 are our registration, our DH Form. When I received those I had a conversation with Mr. Wilton about them. There was a great deal of conversation because these apartments were originally registered under our DD-6-D Form, which is the apartment form, instead of for rooming houses or for rooms. Mr. Wilton came in and said he had some apartments registered and he brought his copy in so that we could see what they were, and he said that he had had these different flats registered under the housing form and that he had decided, on account of the shortage of housing conditions in the city that he was going to break up the flats where they had only been occupied by one family and he intended to make them available for five or six families by just renting out the rooms, so he came in to discuss the matter with me and we discussed the registration



(Testimony of Georgia Burns.)

form that he would have to use if he made the switch. Government's Exhibits 4 and 5 were filled out and some forms like them. I suppose these are the ones. He registered them with me on or about the date they bear, September 28, 1943. I did not tell him that it was all right to go ahead and charge the prices that were indicated on those forms. That is not within my jurisdiction at all. He told me that he had rehabilitated these flats and got them into good condition for renting in a rooming house condition rather than as apartments as they had been, and so I then told him that we would accept the registration. That is what we do, and it goes into the examination department for an inspection. I have no authority other than just to simply accept the registration and then he had to wait an approval before he could receive an O. K. on that registration. He was very anxious to have it approved so that he could go ahead. Well, we did everything we could for him. I told him we would have an inspection on it, and we did have a special inspection order for him. He came in and he said he was in a great hurry and he wanted to have the registration approved because of some case in court on an eviction and he wanted the approved registration, so I told him that we would turn it over to our examiner and that they, in turn, would order a special inspection. One of our inspectors went out and took care of it that night, and he was to come back the next morning to find out if it was approved, and he did. He came back in the morn-



(Testimony of Georgia Burns.)

ing and I told him that it had not been approved and that I could do nothing about it, and he said well, his attorney had told him that he would have to go ahead with the case without the registration and that he was going to do that, and that he had just found out that he couldn't wait for it. The proposed registration of the property as a rooming house, rather than an apartment house, was never approved. When it has been approved there is a little area approval stamp up here in the corner. I don't recall that he ever came back after that again. It was on the next morning I told him it was not approved. I told him that we had not had an approval on it and he said he couldn't wait then, that he would just go ahead, and his attorney had said that he could operate that way without the registration.

#### Cross Examination

I don't recall the day, he says here September 28. The day they bring them in, they are dated. I don't know about the date, because I couldn't possibly remember that. He was in many times, I wouldn't know the dates. I think I took my vacation quite late in the summer. I am not quite sure. I think it was in August. I do not remember his coming in in July but I do remember talking to Mr. Wilton many times. Mrs. Iliff was my supervisor. It is quite difficult to remember. I am quite sure I didn't say to Mrs. Iliff that the legal department had just told me that Mrs. Iliff was the one

(Testimony of Georgia Burns.)

who would now make the approval of the registration or re-registration. I am sure I didn't say that. I really can't tell you how many registrations or re-registrations Mr. Wilton made with me. There were quite a few. The dates, I wouldn't know. It was over quite a period of time in the year 1943.

#### Redirect Examination

I really couldn't say whether Mr. Wilton was in there to see me about other properties than these at 441 and 435 North Figueroa Street. It seems to me that there were various properties. I am sure there were, but I see so many hundreds a day. The inspector who went out there was Mrs. Barney.

---

#### KATE BARNEY,

a witness for plaintiff, being sworn, testified:

#### Direct Examination

I am rent inspector of the Office of Price Administration. I saw Exhibits No. 4 and 5 later the next day, but we work entirely blind. We get out and get the evidence from the ground up. We are not prejudiced by any previous registrations. I made an inspection of these properties at 441 and 435 North Figueroa Street. When I went out there to make that inspection, I had not seen Exhibits No. 4 and 5. I had only my instructions to find out whether they were apartments or hotel rooms. The inspection was ordered, I think, on or about Oc-

(Testimony of Kate Barney.)

tober 1. It was in or around October or November. I can't remember the exact date. (Referring to document it was made November 16, 1943). I inspected 441 and 435. These were the two front apartments and a rear. They are three story apartment houses with a stucco front and the majority of the apartments were two and three room apartments, housing units under our classification, classified as housing units, which constitute living rooms, bedrooms and kitchens. Most of them have their own private bathrooms. I saw Mr. Hugh Wilton, the defendant, on that occasion. The inspection was ordered around 3:30 and we called Mr. Wilton. The assignment clerk called him, or perhaps it was Mrs. Iliff, and made an appointment for 5:00 o'clock and we met in front of the premises at 5:00 o'clock, myself and Mr. Wilton. He and I inspected the premises and we made out a list on each apartment. He gave me the details as to how many rooms each apartment or each unit had, how many occupants, and, as near as he could remember, how many occupants lived in these units as of March 1, 1942, and how many occupants were living there at the time. He also gave me the information as to whether they were furnished or unfurnished and what rentals were being charged at the present time, and the amount of the utilities that were being paid, that the landlord paid or that the tenants paid. We looked at some four or five apartments. We went around. It was around dinner time, and, as I re-

(Testimony of Kate Barney.)

member, we rapped on a number of doors the tenants were not in, but we got a pretty good cross-section of the both apartment buildings and the class and type of apartments and rentals that he had. There were no rooms that I found at all that were rented solely for sleeping rooms. They were all units. Mr. Wilton didn't seem to consider the subject of whether it was a rooming house or apartment house at all, he just gave me the report. He would say how many rooms, Apartment No. 3 had. He would tell me how many rooms, and I would put it down, and then I would read what I had written down on my report back to Mr. Wilton and it was in that way the transaction or the report was made. I can't tell you definitely the numbers of the apartments I went into. We were required to take a cross-section in our inspection. If I had access to my report I could. (Referring to document). My report reads that Apartment No. 16 at 441 North Figueroa Street is a three-room apartment, toilet and bath, rented for \$10.00 a week, and the land lord paid the water and the main or the gas and lights, and there were two occupants, and one occupant as of March 1, 1942. I say I don't know what apartments we were able to get into. It was about dusk, and I took a cross-section of the two apartments, going in to approximately five or six different ones of the apartments. I had information about every apartment. I got the information from Mr. Wilton. He verified the information



(Testimony of Kate Barney.)

which contained a certain group of the tenants in these two buildings. I made a report back to the office the first thing in the morning. I took this report back because they were very anxious to give Mr. Wilton an answer the next morning as to whether his registration would be acceptable as a hotel or rooming house.

### Cross Examination

Every place I went in and saw myself I found that Mr. Wilton's statements were verified.

"The Court: By the way, in these apartments that you visited, you say that he gave you the list of persons?

The Witness: Yes, your Honor.

The Court: Were those so arranged that you could shut a door and occupy a room separately or so that persons, different persons, not belonging to the same family could occupy them?

The Witness: They were not, your Honor. They were separate housing units because of the bath.

The Court: Were there any outside baths?

The Witness: No, your Honor.

The Court: Down the hall to which resort might be had any persons who might not be an occupant of any of the units?

The Witness: No your Honor. It was only the laundry equipment that could be shared, which was in the basement at that time, by the different occupants of the different units.

The Court: Did you discuss with Mr. Wilton at



(Testimony of Kate Barney.)

the time of the inspection the requirements of a rooming house or a hotel as distinguished from an apartment house?

The Witness: I didn't, because he gave me the information and it was right there. It was right before our eyes that it was an apartment house.

The Court: But you were told that he was seeking a different classification?

The Witness: That depends on our inspection and whether it is changed from an apartment to a rooming house.

The Court: Now, did you ask him upon what he based his desires to have the change made?

The Witness: Naturally I asked him.

The Court: What did he say?

The Witness: Well, he said that he listed them separately and I said, "Mr. Wilton, these are apartments," and he said, "Well, let's go on and take these unit by unit," and we sat down together and we took them unit by unit and he told me how many rooms and what furniture and furnishings there were, and what they consisted of.

The Court: Before you left, did you tell him in effect that the classification he sought wasn't justified by the establishment?

The Witness: Your Honor, it isn't my——

The Court: No, I am not asking you whether it is your province, but did you tell him at all that you didn't think it was a rooming house?

The Witness: Yes. The evidence was there that it was definitely apartments.

(Testimony of Kate Barney.)

The Court: And you told him so?

The Witness: Yes, I did, because they were definitely apartments and there was no doubt in my mind and I don't think there was any doubt in his mind that it was any other way.

The Court: I see. All right. Step down.

(Witness excused.)

The Court: Does any member of the jury want to ask these smart girls any questions? They seem to know everything.

(No response.)

The Court: All right.

Mr. Tolin: The Government rests.

The Court: All right.

In the absence of the jury defendant moved the Court to dismiss the information and discharge the defendant. The Motion was denied.

---

R. M. CRAWFORD,

A witness called on behalf of defendant, being first sworn, testified as follows:

"The Clerk: Will you please state your name?

The Witness: R. M. Crawford.

Direct Examination

By Mr. Taylor:

Q. Mr. Crawford, what is your occupation?

A. At the present time you mean?

Q. Yes.

(Testimony of R. M. Crawford.)

A. Manager of the accounting department for the Shipbuilding Division of the Consolidated Steel Corporation.

Q. Were you the trustee in bankruptcy for the estates of Maxfield-Wilton and Associates, Incorporated, Residential Income Properties, Incorporated, Wilton-Maxfield Management Company, Bankrupts, from on or about the month of November, 1938 to on or about December 1, 1943?

A. 1942.

Q. 1942? A. That is right.

Q. My error, 1942. A. Yes.

Q. And as such, was one of the assets or liabilities one of the properties of this bankrupt estate the properties that we have been talking about here, 435 and 441 North Figueroa Street?

A. Yes.

Q. Now, at the time that you assumed custody of these properties, or at any time during your entire tenure of office, was there ever filed or made up, so far as you know, an inventory of the furniture that ever was in these properties?

A. Yes. There was an inventory at the time I took over the properties as Trustee. That inventory was made by a special inventory man that was appointed by the court to take that inventory.

Q. And then, after that inventory was made, can you tell me whether Figueroa Street, upon which these properties abutted, was widened?

A. Yes.

(Testimony of R. M. Crawford.)

Mr. Tolin: To which we object on the ground it is immaterial.

The Court: I think it is too remote. I don't think the widening of the street has anything to do with it at the time we are talking about. It is evident that during this period it had been out for about a year.

When were you discharged?

The Witness: The bankruptcy proceedings were terminated last November, 1942, and my definite discharge was somewhere in February, I believe.

The Court: They usually keep it open a few months?

The Witness: Yes.

The Court: In case anything comes up they won't have to reopen the estate, is that right?

The Witness: That is right.

Q. By Mr. Taylor: Now, then, approximately what was the date, as near as you can recall, when the front of the building was taken off in the widening of Figueroa Street.

Mr. Tolin: To which we object on the ground that it is irrelevant, immaterial, incompetent, and too remote.

Mr. Taylor: If the Court please, a witness here testified for the Government that the major repairs to the building had been made in 1937 or 1938. I want to fix the time.

Mr. Tolin: It was brought out by counsel for the defendant on cross examination. I didn't ex-



(Testimony of R. M. Crawford.)

pect because it was the date apparently fixing the time. However, I don't think it is relevant.

The Court: It is not a material issue. You can't bring something out on cross examination and then start to impeach a person on that. I will sustain the objection.

If you want any testimony in or about the time of the property, or even a year before, I will allow you, but to go back to the widening years before, is too remote.

Mr. Taylor: I think it was within the year before, if your Honor will let me pursue it. I believe it was testified that the front was put on about 1941.

The Witness: Well, my best recollection of the date there would be about 1940 some time.

The Court: Were you still trustee?

The Witness: Yes, sir.

Q. By Mr. Taylor: During that time, before it was repaired, and for approximately a year past, were there any tenants in any of these buildings?

Mr. Tolin: To which we object.

The Court: Overruled. That's all right.

Q. By Mr. Taylor: Now, then, when the new front was put back on the building, did you then delegate to some person the authority to rent the building or the task of collecting the rent?

A. Yes.

Q. Did you instruct such person, or did you not, to rent—strike that.



(Testimony of R. M. Crawford.)

What were your instructions, if any?

Mr. Tolin: To which we object on the ground that it is irrelevant, immaterial, and hearsay.

Mr. Taylor: If I can tell the Court what I propose to prove——

The Court: Go ahead.

Mr. Taylor: I propose to show, your Honor, that the Trustee instructed that the premises be rented for whatever they would get with a view to procuring sufficient revenue to pay the administrative costs without any consideration——

The Court: That brings in an inquiry as to the reasonableness of the rental, and that is not the subject of the inquiry in this particular case. We are not sitting here reviewing the acts of the board.

Furthermore, it is apparent that at the time of the violation that is charged here, he had long been discharged.

Mr. Taylor: It hasn't been a year yet, your Honor.

The Court: That doesn't make any difference.

Mr. Taylor: I think, your Honor——

The Court: There is only one question involved here. The property was registered at a certain rental prior to the date. The question is whether there was more charged than that, and that is all there is in this lawsuit. The mere fact that he rented it too cheaply, he is just out of luck.

Mr. Taylor: Well, he is out of luck, certainly.

The Court: Well, he couldn't rent cheaply. His remedy is to apply to the board for a reclassifica-

(Testimony of R. M. Crawford.)

tion in the light of the conditions, but you couldn't in this case, show that the O.P.A. made a mistake in freezing this man's rent as of March 1st because the rentals were too low.

Good Lord, there isn't a landlord in town that wouldn't make that sort of argument, and there isn't anyone who doesn't feel it. We are not in a position to do that in this lawsuit.

Mr. Taylor: I feel that the matter of what is fair and equitable should enter into, your Honor.

The Court: It is not a defense to a violation of a criminal law. There are methods of reviewing arbitrariness in the rental regulations and they are provided under the law, but a person can't come in court and say that the rents were too low. If that were true, then, we would have a jury in every case sitting in judgment to determine whether they ought to have charged that much or allowed more.

Mr. Taylor: One other point, your Honor, is that in the matter of relationship. In these matters, one of the factors which always comes up is the existence of a special relationship between landlord and tenant. Does not your Honor feel that the relationship of a referee or trustee in bankruptcy as to persons who will be prospective tenants of the bankrupt estates which he is administering, are special relationships which the jury is entitled to consider?

The Court: I don't think you can show in this case that the rentals as of March 1st were not fair

(Testimony of R. M. Crawford.)

rentals and that for that reason he had a right to charge more. His remedy, he having made the original registration, or the original registration having been made during the incumbency, was to apply for relief to the administrative agency.

Not having done so, they couldn't go out and violate the law and then say that the rents were too low, because otherwise I would have to take the jury out to the premises and have them go into these apartments, and from the expressions on the faces of some of the ladies who live there, we would have to determine whether that much ought to have been charged for that sort of an apartment, which provision the law does not take care of.

Mr. Taylor: But it isn't out of bankruptcy yet.

The Court: What do you mean?

Mr. Taylor: The estate, there has been no discharge of bankruptcy.

The Court: Well, the estate has been closed.

Mr. Taylor: No, your Honor. I can't agree with you. I will bring the file down. The operations of these has been turned over by proper order to the bankrupt corporation.

The Court: Yes. Well, discharged doesn't mean anything. The trustee has been discharged and is therefore not operating the property.

Mr. Taylor: But was on March 1, 1942.

The Court: But was not at the time of the alleged offenses and that is what we are interested in. Nor can I say this, that the trustee in bankruptcy, you see, could authorize a person to violate a rental

(Testimony of R. M. Crawford.)

regulation. I don't see the point you are making at all except that you are trying to show that the rents were fixed too low, and that the people had to raise them, and that is not a defense in a case of this character.

Mr. Taylor: Well, that is one thing. I want to show the special relationship which existed at the time, your Honor.

The Court: I have no objection to showing that he authorized the rentals and any instructions he gave, but I am going to tell the jury that a trustee in bankruptcy is merely administering the property, and the Court has no authority to authorize anybody to violate the law.

Mr. Taylor: All right.

The Court: I am going to do that, so with that, you can ask him all you want to, but I will have to do that.

Mr. Taylor: All right.

The Court: In other words, if he, as trustee in bankruptcy, made a mistake and rented the property too low, he, like anybody else, was bound to go before the O.P.A. and try to get his remedy through administrative process.

If he didn't that, then, his successors are not in the position to say that they can violate the law. We are not here to test the reasonableness of the regulation. Congress has not given us that power.

The question is, is it a valid regulation, and was it violated, and that is all there is to this lawsuit,



(Testimony of R. M. Crawford.)

or to any lawsuit involving the O.P.A. We try them all. We have tried gasoline coupons and all sorts of things. We didn't try to determine whether they ought to have only so many gas coupons, so many gallons of gas, on each coupon, or whether they were right in limiting persons to it, because if we did, why, we would enter a field in which the Congress has not allowed us to enter.

Q. By Mr. Taylor: At the time of the registration, you simply gave the typewritten list of the units and the amounts charged for the rents as of March 1, 1942, did you, Mr. Crawford, to Mr. Wilton?

A. What date?

The Court: March 1, 1942.

The Witness: The registration, I had nothing to do with any registration whatsoever.

Q. By Mr. Taylor: If I remember correctly, you simply gave a list of the apartments and the rentals that were charged as of March 1, 1942, to Mr. Wilton.

A. Yes.

Q. You gave it to him approximately between November 1st and December 1st of 1942, did you not?

A. Somewhere in there, yes.

Q. Now, then, at the time you gave it to him you didn't know of your own knowledge whether or not each of these units were furnished, unfurnished, partly furnished, or anything about them?

A. Not every individual unit, no, because I was just interested in the overall property, and I had my managers and outside men looking after that part of it. Of my own personal knowledge I

(Testimony of R. M. Crawford.)

wouldn't be able to tell about any particular unit.

Mr. Taylor: That is all.

The Court: Any questions, Mr. Tolin?

Mr. Tolin: No.

The Court: You may step down."

(Witness excused.)

### The Government Rested

"In the absence of the jury defendant moved the Court to dismiss the information and discharge the defendant. The motion was denied." (Tr. 83-93)

---

### HUGH WILTON,

the defendant, called as a witness in his own behalf, being first duly sworn, testified as follows:

"I received the list of units for these premises from Mr. Crawford about December 1, 1942. Prior to December 1, 1942, I had not been connected with the premises in any way since 1938. I did not receive any information from Mr. Crawford prior to the time I received the lists containing the units and rents. As to whether the units were furnished or unfurnished, I received a list through the mail from Mr. Crawford setting forth the rental rates as of March 1, 1942 and December 1, 1942 and it didn't indicate whether there were any of the units rented furnished or unfurnished. I went down to the premises and looked it over. I looked at all the apartments I could get into. There were one or

(Testimony of Hugh Wilton.)

two apartments that were locked up and the tenants were not home. I found definitely in cases where they had been rented unfurnished, that the company had not furniture in those units. The ones I could check definitely were still there in the premises and had the flat rented unfurnished with their own furniture in it. The ones that I could check accurately, were, I believe, twelve out of sixteen in these two buildings, for instance, No. 3, 4, 9, 10, 11 and 16 of those units. No. 16 was occupied by a tenant who said she had rented it unfurnished and that all furniture therein was her own. No. 11 was occupied by a Mexican by the name of Gonzales and she said most of the furniture was hers, but some of it also belonged to the firm. We didn't have a meeting of minds as to what items were hers but I believe in that particular one she identified a dining room table and three chairs as belonging to the firm and I put those on the list that I reported. The record which came into my possession indicated who the tenant was on the first of March, 1942, in apartment 16. It was Mrs. Roman. I met her when I went down to the building. She lived in that apartment alone. According to her statement there was no furniture in that apartment that belonged to the property. She moved out later and took all the furniture.

"As to apartment No. 10 which is concerned in Count Three. The records didn't show any furniture there as of March 1, 1942. Mrs. Aretes was ill with a nervous affliction of some kind and I had

(Testimony of Hugh Wilton.)

great difficulty finding out from her what her position was, but finally ended up that she had a couple pieces of furniture, apparently loaned to her by Mrs. Bentley, and I reported it as partially furnished. When Mrs. Aretes moved out she took the stove and all the furniture in the apartment except a small dresser and one or two kitchen chairs.

“There was nothing in the record to indicate whether apartment No. 11 was furnished or unfurnished on March 1, 1942. I wasn't able to determine from talking to Mrs. Gonzales very definitely what was there. When she moved out she took all the furniture except, I believe, two dining room chairs and possibly a rocking chair.

“I have no idea whether apartment No. 3 was furnished or unfurnished as of March 1, 1942. I finally caught up with the Filipino sailor who has been testified about and talked with him and he could not state definitely what he had there. He had no bedding, no mattress and he said he worked in the Navy and came home every Saturday night and he claimed he had a cover to a chair that was his personal property and a bed. When he left he took the stove. He said it had been given him by someone else in the building and he took all the furniture except a couple bed room chairs and a dresser.

“There is nothing on the list to indicate what was in apartment No. 4 as of March 1, 1942, but when I examined the apartment, the tenant said it was



(Testimony of Hugh Wilton.)

fully furnished. Later on another tenant claimed the stove saying it had been given her by another tenant and when she left she took the cover off the davenport which was in a bad shape. She had no bed in the living room but a bed in the bedroom. She left the bed and a little davenport without a cover and two or three chairs.

“At the present time seven people live in apartment No. 16, a man, wife and five children.

“Q. How many people are living in Apartment No. 10?

Mr. Tolin: To which we object on the ground that it is irrelevant and immaterial.

Mr. Taylor: I feel, your Honor, that it is entirely material. It is a part of the *res gestae* of the housing conditions, and the accommodations.

The Court: How many live there now, or rather, lived there on the date in question?

Mr. Taylor: On March 1, 1942?

The Court: Yes. The only dates that we are interested in are the dates set forth in the indictment. We are not interested in the now.

Mr. Taylor: The point was, your Honor, that there is no claim apparently being made that there was ever a petition to increase the rental on that basis, and therefore, that it is within the issue here.

The Court: Well, the conditions as of a particular date—go ahead in what you are doing at the present time.

Mr. Taylor: All right.”

(Testimony of Hugh Wilton.)

Mr. and Mrs. Mathews were all the tenants in occupancy in Apartment No. 16.

Mr. and Mrs. Hoffman live in Apartment No. 10.

Mr. and Mrs. Yost and their three children live in Apartment No. 11.

When Mr. and Mrs. Green lived in Apartment No. 3 there were three in the family, including one child. Mrs. Green took care of the halls and took care of the telephone calls for which I paid them \$1.50 a week.

Mr. and Mrs. Bowers and two children lived in Apartment No. 4. That is the apartment where the Filipino lived on March 1, 1942. There were three in the family then. The Philippino sailor lived in Apartment No. 3 on March 1, 1942. The list I had from Mr. Crawford didn't cover what apartments were rent free for Mrs. Bentley but when I got there I found that Apartments No. 1 and 5 had been occupied by Mrs. Bentley but there was no record of it. I filed my first registration in connection with these properties with the Office of Price Administration in the early spring of 1943. I found I had so many I couldn't file them on time so I wrote a letter to the Office of Price Administration and asked for an extension on the registration until January 1 and I got a letter back that it would be O. K. I filed them all within that period. Along about February 6, to be exact, I first talked to Mr. Shobart down there, Warren L. Shobart, attorney at their office, I went there by appointment and I sat there for an hour and we talked for an hour and

(Testimony of Hugh Wilton.)

half and I consulted with him about that particular building, and he advised me generally how to proceed and he said the intent of Congress was to house more people in the units we have. He said there was no way of getting any property for additional housing units by building, but that the landlords or agents for land lords that had as many as I had, he hoped that we would let down the bars and put in children, and he expected us to put them in a third of the units. In houses where we had one, he wanted three and four, and in houses where we had twenty-five he wanted around one-third, at least, to show good faith. This conversation was on the 6th of February, 1943. It was a general conversation with Mr. Shobart which he said was off the record to the extent that he would not like to be quoted, but after about an hour and a half on discussion on the question of rates, he said that he agreed that we would get \$10.00 as a fair charge for the first tenant other than the normal tenancy, and that he would see that those were approved as they came in. "I made notes in a little black notebook on all the points, and we got to the bankruptcy, and he advised me on that matter that so far as he was concerned no one was competent to and had any authority; he said all the authority came from, not from instructions from Washington, but that he advised me to get an attorney. So I got the man, this Mr. Bartlett, my attorney, and I told him what Mr. Shobart had said and in regard to vacan-



(Testimony of Hugh Wilton.)

cies, he told me when we had a vacancy that there was no provision in the law that would permit us to get new rates.

“I told him that we were in a business where we never rented apartments unfurnished, as that building was set up, and that we had the furniture somewhere and that the furniture would be transferred as secured in on the units in the building. All the Units in the building that went vacant would be re-furnished as it had been before the bankruptcy.

“He said that there was no provision that we could get rates upon the apartments when they were vacant, and he said to go ahead and fill them up and then take the matter up with him.

“In regard to the question of labor, there was a tenant there that got paid for doing janitor service there in these buildings, and I wanted advice on how to discharge the tenant, who was also a laborer, and hire a new person to do the janitor work.”

He told me in all cases where I had explained to him that they were mostly rented unfurnished, and that the ones that were supposed to have furniture, apparently had none, and I had to recondition them all and refurnish them when they became vacant, and he advised me that the only way to do was to rent them, preferably to families with children and then petition them when we got the change made over.

“The Court: He didn’t tell you to start charging the rent and get the approval afterwards?

The Witness: Yes, sir.



(Testimony of Hugh Wilton.)

The Court: Te told *me* to start charging those rents?

The Witness: That's the only way you can, there is no—for example, I might petition on vacancy. There is no way you can rent those apartments when they go vacant, your Honor. You could not change them over while they were vacant. He said there was nothing for him to pass on.

The Court: How did you know in the first place whether they were going to approve the change you made?

The Witness: Mr. Shobart told me that for the first tenant over and above normal we would get \$10.00 a person.

The Court: I see. All right.

The Witness: In other words, I petitioned on buildings down there and they were turned down on technicalities and sent back, and then I went down and requested advice, and explained that when the vacancies occurred, we would recondition and paint, and then after we had furnished them we would take it up with them periodically, as he said to do. I took it up with him periodically.

The Court: I see."

"The Witness: I went down to the Office of Price Administration with the list, of the work that we had put in. We had spent about \$4,000 of the \$7,000 that we spent, reconditioning those properties, and I took along the information to show and did show Mrs. Burns.

(Testimony of Hugh Wilton.)

"We had 67 rooms there, and I asked for and she gave me a form. Now, this form had only possibly room for 30 rooms, and she explained to me that I had to fill out the rest, and she gave me additional sheets, and then she finally got a third sheet for more than three persons to a room, which the rooming house form was, and she asked me to fill them out and bring them in.

"She wanted to know—she was interested in two things; when we were going to complete our work, and when we were going to have them furnished. So, I took that form with me. I had to leave the State for about three weeks, and I came back with the form made out and showing the 67 rooms all on one paper, one group of papers in sequence.

"She looked that over and went up to the legal department and came back and asked me to—she gave me a new set of forms and asked me to show the difference, the next set of papers as to the rooms that were serviced by a kitchen and bath. I did that, and I took those back and she then became confused with the numbers on the rear of the buildings. They were  $433\frac{1}{4}$ ,  $\frac{1}{2}$  and  $\frac{3}{4}$ ;  $435\frac{1}{4}$ ,  $\frac{1}{2}$  and  $\frac{3}{4}$ , and there was still an additional unit,  $\frac{7}{8}$ .

"So, she then said I would have to make them out all over again and bring them back, preferably some time after July 15 or 20, or something like that.

"I believe I went four or five times to see her along about July and she was on her vacation and couldn't be reached. The last or the next to the

(Testimony of Hugh Wilton.)

last registration was made up on five registration, one on 435-1½.

Mr. Tolin: I will object to this unless the date be fixed.

The Court: Well, as near as he can tell. He is trying to fix the date.

The Witness: Well, that in its final form would be September. We finally got it completed in September, I believe, around September 20, and we then had five petitions. One was for No. 435 and it included only six of the eight units for the reason that Mrs. Burns explained to me that there was a legal division upstairs, that there had been a change of some kind and when we had  $\frac{3}{4}$ , we had a situation where there was  $\frac{3}{4}$ th of the original tenants that had left the building, that we were then entitled to re-registration on this rooming house form, and on No. 435 it showed six of the apartments of the eight that were there. The No. 441 building had only two of the original eight apartments and we showed six on that application.

"The third building, which is a two-story building in the third petition, a two-story building in the rear, that has seven units. There were still two tenants of the original six tenants there, and that was only one-third of the tenants at the time I was making it.

"We had taken our plans to construct another unit, so she said when that was complete to bring it back in and she would release that petition on the seven units. There were four or five petitions on the two houses in the rear occupied by a single fam-



(Testimony of Hugh Wilton.)

ily. She told me also, as I told you, that it would be helping people who wanted to make these changes when that kind of a condition existed.

“The other thing was more or less to the rooms. I had with me, and the purpose of putting the kitchen and bath on this fourth petition was to show Mrs. Burns, and she could see looking at it just where it was changed over to rooms, to a rooming house from an apartment house, and how the tenants would have access on the floor of each building from the rooms to the bath.

“The health authorities had asked us to have on each floor a bath access from all apartments or all rooms, one for the women, and one for men, and I showed her those and she understood it fully. I explained to her that we had on all four of those units a condition existing where right on the hall the doors could be shut and then you could accommodate any family.

“You see, after talking to Mr. Shobart we always put—we had perhaps four or five families who came along. We took the ones with the largest number of children. One family would have three and another would have five, and they would be brothers-in-law or something, so we housed them in the unit we had, for instance, No. 5 that Mrs. Bentley used to have on the third floor in this corner and has a bath as she mentioned, and we put the family up there with those children and the bath, and we would rent them another unit for the other family with the kitchen and the idea would be



(Testimony of Hugh Wilton.)

that they could use the common kitchen, and we have always done that when we could. Whenever we could get more people to use the kitchens we would do that.

“And Mrs. Burns finally, on the 28th day of September,—I believe we had the petition on file in final form. She said, “Excuse me a minute,” and she was upstairs about 30 minutes. She came downstairs and went behind my chair. She passed behind me to speak to Mrs. Iliff and she said to Mrs. Iliff, “After all the cases I have had here, I was very surprised to learn that you, Mrs. Iliff, have the authority to approve this registration.”

“And then she sat down and went over all the details with Mrs. Iliff. Although she was sitting within six feet of us I waited at least an hour, and altogether four hours. That day I was there 2½ hours, September 28th, from 9:00 in the morning until 11:00 in the morning, at which time we had it all straight except getting it segregated into seven.

“I went and got the forms and rebuilt it into seven applications and then took it back and she explained it in detail, and Mrs. Iliff finally said that she understood and approved it, so that this, that we had three-quarters of the original tenants no longer on the premises, was finally set up by Mrs. Burns and I turned it over to her all my original registrations. She had all the registrations that I had originally filed in the fall on January 1, 1942, and she took those and said that they would be destroyed.

(Testimony of Hugh Wilton.)

“So I asked her, I said, ‘Mrs. Burns, when will these—when can I operate under this?’

“She said, ‘They have granted—we have granted you, Mr. Wilton, the privilege of re-registering your buildings on this form and it is effective February 15, 1943.’

“And I have in my file there the one she did approve about a month and a half before except that it was too much—it wasn’t set up to please her. It wasn’t so easily understandable either.

“So, she signed the record out, the recommendation, which was in her handwriting on the petition, for verification to me that it was retroactive to February 1st, as Mr. Shobart had told me it would be, that when we got them rented and reconditioned that they would be rentable and could be re-registered, and they were re-registered.

“Mrs. Iliff then asked me, she said that I had the re-registration and that she was glad to be able to get it for me and I left, and I left all my original copies. It was November 16th, or about November 16th.

“Mr. Joseph Geeron asked me for one of the registrations as he had an eviction suit on the premises there in one of these six units, but on the premises, so I went down to the O.P.A. about 3:00 o’clock to get it, at which time I asked for Mrs. Burns. She wasn’t there, but showed up a half hour later.

“She was upstairs and she brought out the file when I told her what I wanted and it was the first

(Testimony of Hugh Wilton.)

time that she told me that there had been a complaint signed and was stuck on one of these forms, one of these petitions for re-registration, and she said that there had been trouble in the premises, in the department in the past over some decisions on these new—over her making the final decision on these new registrations and that it was now necessary, and that was the first time of all the conferences I have had with her that I have heard anything about it, these inspections.

“So I said, ‘all right. If there is going to be an inspection, it will please me if you will get somebody to come up with me.’

“So she then telephoned and walked around for about 30 minutes and finally told me that she had made arrangements for Mrs. Barney, I believe, to meet me at 5:00 o’clock.

“She showed up at 5:30, and Mrs. Barney went with me and we went—she is not as young as she once was, any more than I am—and we made a thorough inspection of the rear building containing seven units.

“Then, we went up on the third floor and sat down at a table in Apartment No. 5 that had a kitchen too and I asked her if she didn’t want to see the rest of them before we started doing any writing, and she said no, that she was tired and wanted to smoke a bit and rest. Then we stayed there for about 15 or 20 minutes while she smoked a cigarette and we wrote that up. We were finished about 8:00 o’clock.

(Testimony of Hugh Wilton.)

“Then, on the way out of the building, we rapped on a couple of doors and no one was home, and we got into Apartment No. 8 which is one of the units on that floor which has a bath so that we can exchange families, and Mrs. Ortego opened the door, and Mrs. Barney took a good look into the apartment. We then went downstairs and crossed over to the 441 building and we showed Mrs. Barney Apartment No. 14, which is directly above No. 10. It has the same area. It is very nice considering that it is used for small children and by the class of people that pay \$10.00 a week including their light, water and gas, and the fixtures cost \$250, the bath fixtures that I got there, and you can find, when Mrs. Barney was there, you could find children's fingerprints, sticky fingerprints all over that new light upstairs. Of course, it was too light for those small children, but nevertheless the apartment was well lighted, and before we went to the O.P.A. about this re-registration as a rooming house, we went down to the F.H.A.”

“The Witness: We went into Number 14. She got a look at the Mathews apartment. She got a look at that and that was all the apartments that Mrs. Barney looked at outside of Number 16, and she didn't look at one of these apartments that we have in the petition. She didn't look at Number 3, 9, 10, 11 or 3, 4, 9, 10, 11, nor did she look—she did, however, look at Number 16.

The Court: She asked you, and you told her, or



(Testimony of Hugh Wilton.)

gave her the information as to what they consisted of?

The Witness: Yes. I gave her all the information on each of them, I believe.

The Court: She doesn't claim that she went into each one. She says herself that she did not.

The Witness: The only three that I recall she looked at were those three, and then Mrs. Barney told me that it would take her about two weeks to write up that report and I told her it was very important because the attorney wanted it and had asked me to get it without fail for this eviction matter and she said now on account of the holidays that this matter might not come through until after the first of the year, and I haven't been down to the O.P.A. office so far as these people are concerned, so far as that case is concerned, or I haven't seen Mrs. Burns personally or Mrs. Iliff since September 28th and I never heard from them and I assumed the document was all right because I have had other similar operations that never came through from three to six months of the original application. So never got an answer back of any kind for two or three or four months, and it is nothing unusual for any business man to question.

"The registration that I have came back without any stamps on them, your Honor. They have a stamp up here but unless it has one date, it doesn't say whether it is approved or disapproved, and we take it for granted when we don't get a letter, or don't have——

(Testimony of Hugh Wilton.)

Mr. Tolin: Excuse me. I will object to the witness arguing.

The Court: Yes, it is more of an argument than a statement. Did you go back the following day?

The Witness: I never went back the following day. I had no reason for going back. Mrs. Burns and Mrs. Iliff the night before I went down there and stayed there from 3 o'clock until 5 o'clock insisted on getting somebody up there to help me out, and I have not been back to those premises in regard to that matter. I have been down there 50 times since after forms and papers."

I recognize Defendant's Exhibit A, for identification, as the third registration that I rebuilt for Mrs. Burns and it shows in the margin which ones are unfurnished and which ones are not, and which one has a kitchen and a bath, and I showed these to Mrs. Burns which she fully understood. These apartments are available apartments having three doors in the hall, one in the living room, kitchen and one from the hall into the bath, next to the bath. On the second sheet here, there are 67 rooms and under these regulations down there they gave me a form called a continuous sheet, and you will notice in there the rates starting from three persons more per room. This is the form they gave me (referring to Defendant's Exhibit A, for identification). This is the one I filed in a bunch. Mrs. Burns wrote February 1, 1943, the date it was effective. I dated that when I was out of the city.

(Testimony of Hugh Wilton.)

I was working on these at my leisure, and it was dated June 1, 1943, and it was delayed, and I didn't get it delivered until July 15, a couple days after Mrs. Burns came back from her vacation. This is the third time I did it. The February 1 date was put on there about the 15th or 16th of July, 1943. The defendant then offered Defendant's Exhibit A, for identification, in evidence. The Government objected on the ground it related to property other than the property involved in the litigation whereon the following occurred:

"Mr. Taylor: It is in connection with this particular point, your Honor. It has the identical——

The Court: Let me see it.

Mr. Tolin: It says, 'Name of Establishment: 433-435 North Figueroa Street.'

The Witness: That is the proper address legally, the address of the places. In other words, they are merely parts of the building.

Mr. Tolin: This information charges violations at 435 and 441. I don't see how it can be read into that that 433 and 445 are the same address.

Mr. Taylor: Let me see it.

The Court: Of course, this witness' testimony is a department of utter confusion, and perhaps I am caught up in the confusion that results from his words.

Q. By Mr. Taylor: Are those two buildings under the same numbers now that they were before you filed this registration statement?

(Testimony of Hugh Wilton.)

A. Yes. This building is known by the Department of Safety here in the city of Los Angeles as 433 to 445 North Figueroa Street Building. Included in those two numbers are these two in the same building as the number.

The Court: That isn't the point. The apartments involved are the ones which are set forth in this indictment, appearing here.

The Witness: Yes, sir. They are all the premises in that copy, all the units on the premises. They are marked in the margin. I will show you.

"There is number 3 on page one. On page 2 we come down to 6. Excuse me, we skipped 4. 4 is ahead of 3, and number 4 is here. Those are the first 2 and the others are on the next page.

The Court: Well, it is evident that they are mixed up together, and for that reason I will have to admit it, and you will have to straighten it out, if you can.

Mr. Tolin: I will try to.

The Court: The objection is overruled and it may be admitted in evidence as Defendant's Exhibit A.

(The document referred to was marked as Defendant's Exhibit A, and was received in evidence.)

Q. By Mr. Taylor: How many baths are on each floor of each building?

A. There are 2 apartments on each floor that have a private hall and access to the hall. Each has a separate door.



(Testimony of Hugh Wilton.)

The Court: Did you ever take a room from an apartment and rent it to a single person?

The Witness: We rent it to single persons.

The Court: A single room, a part of an apartment?

The Witness: —and we served 6 and 7 people.

The Court: That isn't the point. To be regarded as a rooming house or hotel, you should be able to take a room for yourself, for one person, for the night with the usual accommodations.

“You can pile people on top of one another, but can you separate the apartment so that the Filipino sailor could have one room and an American boy the next one, and I have one room, and all have the proper accommodations? Have you ever done that?

The Witness: Yes.

The Court: That would be the way a rooming house would be.

The Witness: Yes, for families with children, large families—these families come from the Middle West to work in defense, and they have those things in their car and they want beds to sleep their children.

“How are you going to give them beds if you put one person in a room?

“Mr. Shobart asked me to house as many people as I could.

How are you going to house them if you don't give them a bed?

(Testimony of Hugh Wilton.)

Q. By Mr. Taylor: May I ask you, in all those apartments are there connecting doors from one room to another which would enable them to be used either separately or as apartment units?

A. There are eight apartments. They have three doors into the halls, one from the hall that goes into the private bath, one from the living room and one from the kitchen.

The Court: So you could rent the living room to one person, the kitchen to another, and then they could use the bath between them, is that it?

The Witness: The Health Department requires a different bath on each floor.

The Court: My understanding is that a rooming house is just a small hotel, where you could go up, and there would be a bath on the floor to which you could retire when you wanted to. Have you such an arrangement?

The Witness: We have such an arrangement.

The Court: Have you any single room there not in connection with any kitchen to which you might rent to a person who said he wanted a room for the night?

The Witness: Yes.

The Court: Which room?

The Witness: 1 and 5. Neither one have a kitchen.

The Court: Where is their bath? What bath accommodation have they?

The Witness: They have bath, one bath, a private bath.

(Testimony of Hugh Wilton.)

The Court: If you rented it to one man, could he use his bath without going through——

The Witness: Not on No. 1 and 5, but they are not included in the 8 units that I mentioned.

The Court: I see."

As to whether anyone told me that in addition to the filing of these re-registrations I had to file a petition, my answer is that never heard of it. Mrs. Burns told me that after any apartments were re-conditioned and refurnished that we were entitled to registration on the rooming house basis, and that we were entitled to because of the fact that there were only three-quarters of the original people, one-quarter left out of the original 8 units in each building. I never neglected a call from the O.P.A. I wrote or called them immediately when I got any kind of a communication. I have been down there more than any person in this court room has been down there, except the officials or personnel, I have been practically living down there since January 1, 1943.

The premises have been entirely changed since I first entered them along in December, 1942. The company spent \$7,000 on the property for material, labor and furniture. These six units, as well as the other units were all reconditioned, the buildings were reconditioned as to the roof, plumbing, sewer, halls, the apartments were reconditioned and completely furnished. All the furniture was taken out and the floors were painted and linoleum carpeting was put in or rugs, or pieces of linoleum.

(Testimony of Hugh Wilton.)

One of the main objectives was to increase the occupancy and double the amount of beds were put in. The occupancy increased from twelve on March 1, 1942 to twenty-six as of the day of filing the Information and twenty-eight as of today.

We paid the utilities, water, gas and light and the O.P.A. instructed us that we were entitled to, although there was a dispute in that building about it, whether or not we could charge above 55c for the light that we were nevertheless entitled to, and have charged the tenants, and it is included in the price of \$10.00 per week. I have examined the records that I have to determine the difference, if any, in the water bill between March 1, 1942 and March 1, 1944.

“Q. What was the difference?

Mr. Tolin: To which we object on the ground that it is irrelevant and immaterial.

Mr. Taylor: Your Honor, it is a most relevant matter. The complaint charges housing accommodations——

The Court: If you go into this I am going to have to instruct the jury as a matter of law that a person cannot double the number of tenants in an apartment, raise the maximum rent and turn it from an apartment to a rooming house.

Mr. Taylor. Well, I don't think that is the point, your Honor.

The Court: Well, that is his contention. That is his defense, that by doubling up he changed it, and it still remains an apartment and has to be



(Testimony of Hugh Wilton.)

rented as a unit and the price cannot be raised except with the consent of the Office of Price Administration, which it is conceded he has never been given in writing, and no writing appears here.

“You will answer there, of course, that it is a matter to consider that he was led to believe that it was approved. That goes to his good faith, to the question of whether he did it wilfully with knowledge that he had no right to do so. That is why I allowed that to go in.

“However, even though he spent \$10,000.00 and made them as desirable as the Ambassador Hotel, he couldn't raise the rent either by doubling the number of people living there. That doesn't change the classification.

“By the way, did you ever rent to anybody by the day?

The Witness: No.

The Court: Why did you put in your application the amount by the day?

The Witness: Because that is the form and they told me to fill it in.

The Court: In other words, the assumption was that you were running a rooming house and not an apartment house?

The Witness: Yes.

The Court: But, as a matter of fact, if I would say that I wanted a place for one night, you would say, ‘I don't run that kind of a place’?

The Witness: No, your Honor. We never had.

(Testimony of Hugh Wilton.)

The Court: Would you rent to anybody for a day, a single person?

The Witness: Well, we never had that come up.

The Court: Would you have if they had come?

The Witness: No, we couldn't, because we wouldn't have it ready for them for one day, and we couldn't check them in and out.

The Court: All right, just a moment. Your counsel is perfectly capable of trying your case and arguing it for you.

Mr. Taylor: The question was the difference in the amount of the water bill between the two dates, March 1 two years ago, and the present.

The Court: I don't think that is material at all, because there is no charge here, nor is there anything on the receipts showing that he was charging a flat rate. Therefore, the question as to whether at that time it cost him more than before is immaterial.

"You see, there is no receipt showing that that was the reason for raising the price. He has not given that as a reason for raising the price.

Mr. Taylor: I may be in error, but I thought I saw on one of these receipts in evidence a Department of Utilities' bill.

The Court: No. This is the only one which has a fraction of an amount, and the man testified that it was a part of the rent which should have been paid the month before. It was to equalize it.

"I will sustain the objection. It is immaterial whether his utility bill was greater, because his rem-

(Testimony of Hugh Wilten.)

edy was to seek permission to increase the rate by reason of changed conditions, and he doesn't claim to have done so.

The Witness: Your Honor——

The Court: Just a moment. Don't argue the case. Your lawyer is a very competent man to argue your case. You just answer the questions. I am ruling on a question of law here. It is for the jury to determine whether the offense is proven or not. I am just ruling on questions of law." I know Mrs. Mathews who was a witness here yesterday very well. She was twice a witness against me in a hearing held in the District Attorney's office within the last six months. There were two sessions at the District Attorney's office, both in the afternoon, and a hearing before the City Attorney's Deputy in the City Hall. Mrs. Mathews appeared at the City Attorney's office.

There were one or two copies of Defendant's Exhibit A, this one here is our copy. At the time this one was filed by me it was in triplicate and this is the one I had. Mrs. Burns tore the others up. There were two others. There were approximately twenty-five separate registrations but they were later transferred to this one. The twenty-four additional forms were transferred on this one.

"Q. Those marked Exhibits 5 and 4 for the Government? Are those the ones that you are referring to?

A. Yes. When these papers were turned in by me, Mrs. Burns had 3 sections of this in triplicate.

(Testimony of Hugh Wilton.)

Altogether there were 24 copies of original registration agreements. She said they were destroyed, and these agreements took the place of the other ones.

“Now, Mrs. Burns showed me, on November 16, one of the copies—my copy is the red one, or the copy that comes to the landlord, and on that copy was the Examiner’s stamp, and each one has a signature, and it is impossible for these things to be processed and separated——

The Court: The jury is instructed to disregard the last statement as being an argument and not in answer to the question. I want to warn you not to indulge in these kind of answers. You are arguing your case to the jury, which is the province of your lawyer and is not proper for a witness to do.

Q. By Mr. Taylor: Mr. Wilton, were these other 24 or 25 registrations to which you referred, filed one for each rental unit, meaning the apartments?

A. About January 1, 1942, I filed 24, and as of the day Mrs. Burns called that in, I had remaining only 21. There were 3 missing.

Q. But on those other units you had also filed, if I remember your testimony correctly, supplemental and other re-registrations on each apartment.

A. Yes. In every case they were made out in triplicate, starting in May. Then, as there was a new one, Mrs. Burns and I tore them up.

The Court: Did you see her do that?



(Testimony of Hugh Wilton.)

The Witness: Yes.

The Court: Did you say that she did that?

The Witness: Yes. We tore them up as we went along.

The Court: You were there?

The Witness: Yes, when I was with her.

Q. By Mr. Taylor: But those were by apartments instead of by rooms, is that right, the ones that were destroyed?

A. Up to the fourth sheet. From the fourth sheet they were all by rooms. All indicated rooms, and the fourth sheet indicates the kitchen and bath designated to the rooms."

Cross Examination

By Mr. Tolin:

"Q. I show you Government's Exhibit No. 6, which appears to be a receipt bearing the date of October 30, 1943, to Mr. and Mrs. Edgar M. Mathews, 441 North Figueroa Street, which shows payment of rent in the amount of \$10.00 for the period of from September 28th to October 5, and the payment of rent in the amount of \$10.00 from October 5th to October 12.

A. Where does it say rent, Mr. Tolin?

Q. Well, it doesn't say. It doesn't use the word "rent," but I am going to ask you now, Mr. Wilton, if this was in fact a receipt for the payment of rent on those dates that I have read to you?

A. No, sir. When Mr. and Mrs. Mathews came in the apartment, they signed a written agreement with me."

(Testimony of Hugh Wilton.)

With respect to Government's Exhibit 6, I am Hugh Wilton, Agent, the signature thereon is my signature. I received the payment in the right-hand corner of that Exhibit and the writing "September 28 to October 5, \$10.00" is my handwriting, and the total "\$20.00" is my hand-writing, and also the part "to: Mr. and Mrs. Edgar M. Mathews" is my hand-writing. That was paid for the utilities, for the furniture, for the reconditioning, etc. of the apartment and it was all set forth in the original agreement, signed agreement by Mr. and Mrs. Mathews. This (indicating Government's Exhibit No. 6) is merely a receipt for the money and has nothing to do with rent. It is for rent and services, the rent is included and also the proportionate share that the Mathews' bore of the \$7,000 that was put into the reconditioning of the property, and also the proper share of the service rendered. Their place was furnished. This is a rent receipt (Government's Exhibit No. 6) including in the total rent all those other items. It is true of these other receipts concerning the other tenant who testified here, meaning Exhibits No. 7, the Hoffmans; Exhibit No. 8, Mr. and Mrs. Yost; Exhibit No. 11, Mr. and Mrs. Bowers; Exhibit No. 9, Mr. and Mrs. Green and Exhibit No. 10, to Mr. and Mrs. Bowers, that he did receive the moneys from those people and that no matter what it says on those Exhibits there is an underlying agreement with those folks and that includes their utilities consumed. Those

(Testimony of Hugh Wilton.)

agreements are written agreement. I haven't one with me.

We spent \$7,000 from December, 1942, on the premises on the sewers, the plumbing, the roof and the reconditioning of the premises, fixing up the incinerators. It took us two months to recondition the building. We had to get a Board of Health permit. The reconditioning included all the buildings between 443 and 445 North Figueroa Street. That includes buildings other than the two we are talking about. There are two other buildings. I do not have any statement showing the breakdown of that expenditure, Mr. Taylor has filed that information with the Office of Price Administration at their request.

“Q. Do you know when?

A. Only generally, within the last——

Q. You weren't there?      A. No.

The Court: Let him answer the question. You are asking him the question, and don't you fall in the same error as he falls into, or I will have two of you.

Q. By Mr. Tolin: Who was the owner of the property at the time you registered it, meaning when you registered it by these apparently original registrations, Government's Exhibits 1 and 2?

A. So far as I knew anything about it, I understood that there had been a deed by Mr. Crawford to Mr. Maxfield through some arrangement with the Court.”

(Testimony of Hugh Wilton.)

It appears on the registrations that the name of the landlord is James Maxfield. I understood he had deeded it back to Residential Income Properties, but there was some court matter involved in which Mr. James Maxfield temporarily was the owner. I made out Exhibits No. 1 and 2 pursuant to that information. The signatures thereon are my signatures. The check marks are mine, the rentals written on said Exhibits are in my handwriting, I mailed them into the Office of Price Administration. On September 28, 1943, when I filed these rooming house forms I believe the title had been cleared, in the meantime to Residential Income Properties, Incorporated. I am Secretary of the company. I have no financial interest in the company. I merely act as broker for the corporation.

I did not, during March, 1942, charge the rentals per day that appear on these rooming house forms filed with the Office of Price Administration being Exhibits No. 4 and 5. I have never had any vacancies since that time.

I did not tell that Mr. Shobart advised me to file these rooming house forms. You misunderstood what I said or I didn't say it clearly. Mr. Shobart advised me as to the matter of procedure when I had vacancies in the 443 and 445 building.

"The Court: Did Mr. Shobart tell you that by increasing the number of tenants without changing the apartments from apartments to rooming house



(Testimony of Hugh Wilton.)

units that you could establish a basis upon which the O.P.A. would give you a classification as a rooming house so as to allow you to charge rooming house rates?

The Witness: He gave me the 5 points that could get the rate increased or adjusted by the O.P.A.

The Court: What were they?

The Witness: One, reconditioning of the property, reconditioning of the apartments, the refurnishing of the apartment, the increase of occupancy, and finally utilities which I contend was all utilities, but some of the tenants said that he had gave them the utilities.

“In that case, Mr. Shobart said that that was a matter of settling by prior litigation or by hearing or something, but that we were entitled to charge the tenants for all utilities consumed over and above 55 cents, because they have to have gas, naturally.

The Court: All right, you have told us that before. The question is, you applied for a classification as a rooming house. Who, in the O.P.A. office told you that in view of any of those things you are talking about you could get a classification as a rooming house?

The Witness: Several of them did.

The Court: Who?

The Witness: All of them.

The Court: Including Mr. Shobart?

The Witness: Mr. Shobart told me to come back and apply for re-registration as a rooming house.

(Testimony of Hugh Wilton.)

The Court: After the conditions had been changed?

The Witness: Yes.

The Court: Who told you that you could get a change from an apartment house to a rooming house with the physical structure that you had there? Who is everybody?

The Witness: Mrs. Burns is the one that took the form up and got it approved in the first place.

The Court: You are not answering my question. Did the suggestion come from her that you might get a classification or did you make it?

The Witness: The suggestion came from her.

The Court: That you might get a classification?

The Witness: That I could.

The Court: As a rooming house?

The Witness: Here is the way she explained it in May of 1942. She said, "Mr. Wilton, it is very unusual to get these changes, but we have been hoping to get relief in some instances where buildings are peculiarly situated in hotel sections."

We are only two buildings from a hotel. And she said, 'Where are three-quarters of the tenants—if it wasn't for the fact that three-quarters of the tenants are out, you wouldn't be entitled to it, but where three-quarters of the original tenants as of March 1, 1942, are out of the building, you can go ahead with your registration.'

The Court: Who else told you that besides Mrs. Burns?

(Testimony of Hugh Wilton.)

The Witness: Mrs. Iliff.

The Court: All right. Go ahead.

Q. By Mr. Tolin: Mrs. Burns never told you that you had been granted permission to do that, did she?

A. Mr. Tolin, Mrs. Burns told me that not only on one occasion but on several occasions.

Q. Let's hear it just the way she told it to you.

A. Well, Mr. Tolin, you have a copy there.

Q. Mr. Witness, will you please answer the question. I want to hear it now as you heard it from Mrs. Burns.

A. Will you kindly let me have the copy of that one bill?

Q. I hand you Exhibit A, is that the one you want?

A. Yes, thank you. Now, this Exhibit A——

Q. Mr. Witness, I have just asked you a question.

A. You asked the question.

Mr. Tolin: Will you read the question?

(The question was read.)

The Court: Or do you know exactly the words? There is going to be a conflict here. She has already testified that she never told him any such a thing, and there is testimony on the record that varies. So, it is very important that the jury know what you remember that she said, so that if there is any conflict between her testimony and yours they will know exactly the words that you charge her

(Testimony of Hugh Wilton.)

with and she is not in a position to come back and say she didn't say it any more than you would be in a position to contradict her.

"That is why we have to pin you down as to what she actually said, and not just general statements.

The Witness: Well, your Honor, this petition——

Mr. Tolin: I can see that the answer is not going to be responsive.

The Court: No. You can answer the specific question. You have been in court before. By your manner I can tell, but you haven't evidently learned the rules of evidence. You can't go on and make a speech. In moving pictures they do. They ask a man a question and he gets up and orates, but we can't do that here. Not in American courts, anyway. Let us get back to the question.

The Witness: What was the question?

(The question was read.)

The Court: Put it this way: 'She said to me'.

The Witness: Can I first have the date? He asked me for the date.

Mr. Tolin: You said she told you that just once.

Mr. Taylor: I understood he said she told him that on several occasions.

Mr. Tolin: I will withdraw the question.

Q. By Mr. Tolin: Will you now tell us when Mrs. Burns first made any such statement to you, and after that tell us when, and also tell us what she said.



(Testimony of Hugh Wilton.)

A. On or about July 15, or at least the first interview I had with Mrs. Burns when she returned from her vacation. I went in with this copy and she said, 'Mr. Wilton, this is O.K.'

"I said, 'When is it effective, Mrs. Burns?' and she wrote her—this is her handwriting, 'February 1, 1943,' and that is the date my petition was effective.

"Later on in the conference, Mrs. Burns—am I in line?

The Court: Go ahead. You are not being interrupted.

The Witness: Later on in the afternoon, maybe 30 minutes after she read this up here, she said she was sorry to bother me but she had been up to the legal department and she was up there 20 minutes or so, and she came down and asked me if I would kindly take it back and leave out the third sheet because it had no point at the time which provided for the occupancy of the rooms by 3 or more people.

"In other words, she asked me to leave off the continuing sheet and bring it back, leaving off the margin notes which I suppose had bothered her, which merely shows the——

Q. By Mr. Tolin: Now, please don't tell us about that. We want to know what Mrs. Burns said.

A. She told me this was O.K., and she said that it was effective, that if I would bring it back on the new form, it was effective February 1, 1943, as to

(Testimony of Hugh Wilton.)

rates, and that she wanted it rewritten in a different manner, leaving this off,

Q. When was the next time that she told you anything about it being proper to charge those rates, and if it will help you any to fix dates, I will place before you Government's Exhibits No. 4 and 5. If you need anything else in the Exhibits to help refresh your memory and will ask me, I will bring it up (handing document to the witness.)

A. This is the fifth and final copy. The fourth——

Q. Please answer the question. I placed those before you to assist in refreshing your recollection, but I ask you to tell us now what Mrs. Burns said and when.

“A. When I brought this one in, it wasn't in this form. However, it was correct. This is merely part of it. I brought this petition in in its entirety and handed that to Mrs. Burns. I was there on the morning of September 28th from 9:30 to 11 o'clock. Mrs. Burns was upstairs with the legal department. It was 20 minutes on each call, and she said the form of my petition was O.K. and had been approved in every respect, but she wanted it taken back and cut into five instead of one. This is the fifth or final one, but at 9 o'clock in the morning I had it in one long form like this No. 4 petition.

“So, at 11 o'clock in the morning I left Mrs. Burns' office and came back at 1 o'clock with this petition.

(Testimony of Hugh Wilton.)

Q. Meaning the ones you have in your hand?

A. Yes.

Q. Government's Exhibits No. 4 and 5.

A. Yes. She spent about 15 to 20 minutes checking it with me. She checked back from the other one to see whether the rooms were right and the rates were right, comparing it with the other one."

Mrs. Burns and I checked to see that the figures I had transported on this final form were correct and then she said, "Mr. Wilton, this is O.K. and I will go up to the legal department and get an approval on it."

She went upstairs and was gone 30 minutes and when she came back she then spoke to Mrs. Iliff. Mrs. Burns then said, after after all the time she had been with the O.P.A. it was the first time she knew that she (Mrs. Iliff) had the authority to approve the petition. Mrs. Iliff told me that the petition was approved and that it was effective February 1, 1943. She told me that September 28, 1943 at about 1:15. She told me I was to post these rates up in the rooms and that it was effective February 1, 1943 and had been approved, and that she was very happy about it and congratulated me. Mrs. Burns was the one I really worked with. She told me that it was effective February 1, 1943. As to whether I recall her saying to me that there had to be an inspection and I had to come back the next day and see what the results of the inspection had

(Testimony of Hugh Wilton.)

been, my answer is that that subject had nothing to do with the conversation as I recall. I said now Mrs. Burns when am I operating under this petition. She said, "Mr. Wilton, you are operating under it now and it is effective as of February 1, 1943." And she put her finger on the date. Then she said, "Now this is complete and final, except the examiner has to check the physical work here." And that examination was made later and I on November 16, when I went down there, I saw her signature on there.

That was on September 28. I did not see her the next day. I never thereafter had a conversation with Mrs. Burns in which she told me in substance and effect that I was not permitted to charge the rates as shown on Exhibits 4 and 5. I never heard from the Area Rent Office of O.P.A. to that effect.

#### Redirect Examination

I was never told by anybody that the registration was no good concerning these properties. On November 16 I was asked to go down and get a copy of the registration for an eviction suit. After Mrs. Barney's inspection she told me I could expect it in a couple weeks, possibly after the first of the year. I never heard from her or either from Mrs. Burns until they appeared this morning.

"The Witness: Your Honor, everyone of these tenants in so far as I know, all these people have been there.



(Testimony of Hugh Wilton.)

The Court: They had been there prior to that.

The Witness: Yes.

The Court: When you say you were informed that these rates as shown in this application had been approved, and that all that was needed was some formality to be taken care of later on, did you inform any of these particular tenants or post any notice to the effect that you had been allowed rentals retroactive as of February 1 to charge higher rentals?

The Witness: Yes. I told all these tenants that they were living in a rooming house.

The Court: You told that to the tenants that were living there?

The Witness: Yes, sir.

The Court: Did you tell any of the witnesses, some 5 or 6 of the women who testified here?

The Witness: Well, I have talked to them at one time. I don't recall all the names.

The Court: Well, let's take a list as they appear in the information here.

Count 1: Did you tell that to Mr. and Mrs. Mathews?

The Witness: Yes. I had a conversation with him.

The Court: Did you tell Mr. and Mrs. Hoffman?

The Witness: They were not tenants in that building at that time. They were in the rear building.

The Court: They moved over?

The Witness: Yes.

(Testimony of Hugh Wilton.)

The Court: You told them they were moving into a rooming house?

The Witness: I don't remember the conversation. They moved in and I O.K.'d. them moving in.

The Court: Did you tell them you were charging the new rates?

The Witness: No, I told them I was charging the same rates as I had charged the previous tenant.

The Court: How about Mr. and Mrs. Yost?

The Witness: I have no recollection of telling them.

The Court: How about Mr. and Mrs. Green?

The Witness: They understood they were living in a rooming house.

The Court: How about Mr. and Mrs. Bowers?

The Witness: She knew she was living in a rooming house."

#### Recross Examination

By Mr. Tolin:

"Q. Mr. Wilton, did you charge \$10.00 a week on the apartment that was occupied by Mr. and Mrs. Mathews prior to the day that you filed these Exhibits No. 4 and 5, those rooming house forms?

Mr. Taylor: I feel that that is immaterial.

The Court: Well it may bear as to the intent. He has a right to show charges at or about the time or after. If the word 'wilful' weren't there, the violation would be enough. The objection is overruled.

(Testimony of Hugh Wilton.)

The Witness: Your Honor, on these apartments——

The Court: I am not going to let you start another argument. You will have to answer the question yes or no.

The Witness: Yes.”

I charged \$10.00 a week rent for the apartment occupied by the Hoffmans prior to the time I filed those Exhibits No. 4 and 5, the rooming house forms with the Area Rent Office. I charged \$10.00 a week for the apartment occupied by Mr. and Mrs. Yost prior to the time I filed those same forms. I charged \$10.00 a week for the apartment occupied by Mr. and Mrs. Green prior to the time I filed those forms. I charged \$10.00 a week for the apartment occupied by Mr. and Mrs. Bowers prior to the time I filed those forms.

---

### GEORGIA BURNS

recalled as a witness by and on behalf of the plaintiff, having been previously duly sworn, testified as follows:

Referring to Government's Exhibits 4 and 5, I did not have a conversation with the defendant, Hugh Wilton, in the Area Rent Office in which I said to him it was proper for him to charge the rents shown on Exhibits 4 and 5 as of February 1, 1943. The date February 1st on the Exhibit is in my handwriting. That date merely signifies the

(Testimony of Georgia Burns.)

time the registration was first made out like that. This is the date it is registered, the date he started to change his form, but it is not an approved registration. It is not a retroactive date and I did not ever tell the defendant that it was.

I did not on or about September 28, 1943, in the Area Rent Office, in the course of a conversation with the defendant tell him in substance or effect that he could charge the rental shown on Exhibits No. 4 and 5.

I did not tell him anything about whether it had been approved. I don't know exactly what I did tell him. I don't remember that, but I do know that he did understand that it was not up to me to make the decision. I did tell him that. I told him that I would take it to the examining section. I told him that this would have to go through the usual procedure which is that I merely accept the registration and so far as I am concerned, if the registration is correct, I take it to the Examining Section. If that section is not satisfied it orders an inspection and an inspection is made, and the inspector comes back, reports to the examiner and the examiner then reads the form to me and marks a "C" on the left-hand corner which means it is approved completely. Then I stamp the O.P.A. approval stamp on the right-hand corner with the date and I mark the landlord's copy the same way and send him a copy. I told Mr. Wilton that this would have to go through that usual procedure. There was never any approval.



(Testimony of Georgia Burns.)

Cross Examination

By Mr. Taylor:

I don't remember whether I went up to the legal department twice. I have so many of them every month. If there is any question I do go to the legal department. I couldn't positively say whether I did or didn't go to the legal department while Mr. Wilton was waiting. As to whether, because I have so many applications, I can't positively testify as to what conversations I had, my answer is that I remember parts of it, but I don't remember everything.

---

WARREN L. SHOBART,

called as a witness by and on behalf of the Government, having been first duly sworn, testified as follows:

I know Mr. Hugh Wilton the defendant. I did not ever have any conversation concerning apartments at 441 North Figueroa Street and at 435 North Figueroa Street. I did have a conversation concerning one apartment.

Referring to my notes I am able to state that it was the apartment at 437½ North Figueroa Street. As to whether Mr. Wilton had numerous properties registered with O.P.A., my answer is I don't know.

"Q. By Mr. Tolin: Did you ever tell Mr. Hugh Wilton, the defendant, that he should re-register or could re-register these properties, 441 and 435 North Figueroa Street as rooming house properties?

(Testimony of Warren L. Shobart.)

Mr. Taylor: Wait a minute. I will object, if the Court please, on the ground that it was not a question of re-registration. That statement wasn't made by any witness on the stand. That is not the testimony, and if this be rebuttal, it should be rebuttal of a question asked.

The Court: What was the question asked? He said Mr. Shobart was the first person that told him that he could do it.

Mr. Taylor: Very well.

The Court: Go ahead and read it. I will ask the categorical questions.

Mr. Taylor: Very well. The witness's statement was that he had gone to Mr. Shobart on or about February 6th of 1943, and had inquired of him concerning the furnishing of apartments.

The Court: Yes.

Mr. Taylor: And that Mr. Shobart had told you that the procedure was to have him refurnish, recondition and refurnish and re-rent at the increased rate and then re-register.

The Court: Let's ask him that. Did you make any such statement to him?

The Witness: I did not. I made a statement which I have a record of.

The Court: Go ahead and tell us what you told him on that occasion.

The Witness: I told him on February 8—this was in connection with 4371½.

The Court: The question is here, and they are so interlinked, whether he got the impression from

(Testimony of Warren L. Shobart.)

you that if he made these changes it would be all right.

The Witness: I told him him he would have to petition for an adjustment of rent.

The Court: Yes.

The Witness: I also told him there were 8 grounds. I think I told him the 8 grounds.

The Court: Give us the 8 grounds.

The Witness: One was where there was a lease in effect, one year prior to the maximum rent date. One was where there had been increased occupancy.

“One was where there had been subtenants, and where it had been changed from partially furnished to fully furnished. One was where major capital improvement had been made, and increased services.

“That is about all, six.

The Court: That is enough for the present. What did you tell him would be the technique to follow?

The Witness: That he had to file a petition for an adjustment by the Rent Director.

The Court: Did you ever tell him he could start renting at that rate and get permission later on?

The Witness: I told him his rent was frozen.

The Court: Did you ever tell him that where they were not occupied that when he made these changes that he could start out making a fair increase and then get your approval; that while they were vacant there was nothing on which you could pass?

The Witness: I did not.”

## RAY FORDHAM,

called as a witness by and on behalf of the Government, having been first duly sworn, testified as follows:

During 1943 I was and at the present time am Supervising Rent Examiner of the Los Angeles rental area, O.P.A. During the year 1943, down to the 30th day of December that year I was unable to find any evidence of a petition being filed pertaining to the property 441 North Figueroa Street, the City of Los Angeles. I was unable to find any evidence of such a petition being filed pertaining to that address in the Examining Section of which I have charge. I have seen such a petition relating to that address which was filed in the Enforcement Section on or about March 3 of this year.

My section is the one in which such a petition would be lodged. From the time the Area Rent Office was set up until December, 1943, I was unable to locate any petition in my section referring to 435 North Figueroa Street. These forms are not petitions, they are registrations. When they are not original registrations or registrations involving a change from the registrations which fixes the rental as of March 1, 1942, they are preceded as a part of my office by an application requesting the change and setting forth the grounds. A petition is necessary for any adjustment of rent. Adjustment means change of rent. An original registration would not necessarily require a petition, but if there is an original registration and then an



(Testimony of Ray Fordham.)

adjustment is shown then a petition for the adjustment is necessary. When the petition is approved an order is granted. Then the first registration, if correct, is endorsed with the order of increase and the manager or proprietor is given a copy of that order.

### Cross Examination

By Mr. Taylor:

Housing accommodations after July 1, 1943, do not require a petition to change from the wholly unfurnished to wholly furnished. To change from apartment house to rooming house rates would require a different kind of a petition or consent Rent-Director to operate as a rooming house. The consent to change from housing accommodations to the hotel accommodations would be the first petition. That is merely the consent to operate in a different manner. The maximum rates as and when that change is made, would be established during the month of February, and not particularly on the 1st day of March, 1942, but regardless of the time, the petition is necessary to change the operation from an apartment accommodation to a rooming house or hotel accommodations and the change of rate would also have to be approved.

ROBERT L. MOORE,

called as a witness by and on behalf of the Government having been first duly sworn, testified as follows:

I am employed by the O.P.A. Rent Division, as rent enforcement attorney.

Referring to the petition that Mr. Fordham testified about and which he said he saw on file in the Enforcement Section, I state that I am familiar with that petition. It was filed during the last few days of February, 1944, after this proceeding was instituted.

#### Cross Examination

By Mr. Taylor:

Mr. Taylor, the attorney now questioning was the one who filed it with me and asked me if it was O. K.

Thereupon counsel for the respective parties argued the case to the jury. The Court thereupon instructed the jury and gave the following instructions:

#### “INSTRUCTIONS TO THE JURY

The Court: Ladies and gentlemen, I am about to give you the instructions on the law. Before I do so, I may state to you that all the instructions are written. I shall read them as prepared by the Court. The only oral instructions that will be given will be the final instructions at the conclusion of the charge, relating to your conduct in the jury room, and the manner in which a verdict is to be arrived at.

If, after you begin your deliberations, any question arises in your mind as to any part of the instructions, the instructions will be sent to you if you make a request to that effect of the bailiff at the door. You are also entitled to have the exhibits, and while it is not customary to do so, if you desire the information, the information will be sent to you in case you desire to check each particular count in the information against any evidence you may be discussing at the particular time.

The law of the United States permits a judge to comment on the facts in the case. Such comments are mere matters of opinion which the jury may disregard if they conflict with their own conclusions upon the facts. This for the reason that the jurors are the sole and exclusive judges of the facts in each case. However, it is not my custom to exercise this right nor shall I exercise it in the present case. I shall leave the determination of the facts in the case to you, satisfied as I am that you are fully capable of determining them without my aid. However, it is the exclusive province of the Judge of this Court to instruct you as to the law that is applicable to the case in order that you may render a general verdict upon the facts in the case, as determined by you, and the law as given you by the Judge in these instructions. It would be a violation of your duty for you to attempt to determine the law or to base a verdict upon any other view of the law than that given you by the court—a wrong for which the parties would have no remedy, because it is conclu-

(Testimony of Robert L. Moore.)

sively presumed by the court and all higher tribunals that you have acted in accordance with these instructions as you have been sworn to do.

During the course of the trial, I have at various times, asked questions of certain witnesses, including the defendant. My object in so doing was to bring out in greater detail certain of the facts not yet fully testified to by the particular witness. If, from these questions, you have formed the inference that I have an opinion as to the particular facts to which the questions related, it is your right to treat it as an opinion which you are at liberty to disregard in arriving at your own conclusion, as to the particular facts or as to other facts in the case.

You are here for the purpose of trying the issues of fact that are presented by the allegations in the information and the plea of the defendant thereto. This duty you should perform uninfluenced by pity for the defendant or by passion or prejudice on account of the nature of the charge against him. You are to be governed, therefore, solely by the evidence introduced in this trial, and the law as given you by the Court. The law will not permit jurors to be governed by mere sentiment, conjecture, sympathy, passion or prejudice, public opinion or public feeling. Both the public and the defendant have a right to demand, and they do so demand and expect, that you will carefully and dispassionately weigh and consider the evidence and the law of the case and give to each your conscientious judgment; and that



you will reach a verdict that will be just to both sides, regardless of what the consequences may be.

The offense with which the defendant is charged is: Violation of Rent Regulation for housing issued pursuant to the Emergency Price Control Act of 1942.

In this connection, you are instructed that the information on file herein is a mere charge or accusation, against the defendant, and is not any evidence of the defendant's guilt, and no juror in this case should permit himself to be, to any extent, influenced against the defendant because of such information on file.

It is the duty of the jury to decide whether the defendant be guilty or not guilty of the offense charged, considering all the evidence submitted to you in the case.

The jury are the sole and exclusive judges of the effect and value of the evidence addressed to them and of the credibility of the witnesses who have testified in the case, and the character of the witnesses as shown by the evidence, should be taken into consideration, for the purpose of determining their credibility and the fact as to whether they have spoken the truth. And the jury may scrutinize not only the manner of witnesses while on the stand, their relation to the case, if any, but also their degree of intelligence. A witness is presumed to speak the truth. This presumption, however, may be repelled by the manner in which he testified; his interest in the case, if any, or his bias or prejudice, if

any, against one or any of the parties, by the character of his testimony, or by evidence affecting his character for truth and honesty or integrity or by contradictory evidence; and the jury are the exclusive judges of his credibility.

A witness may also be impeached by evidence that he made, at other times, statements inconsistent with his present testimony as to any matter material to the cause on trial; and a witness may also be impeached by proof that he has been convicted of a felony.

A witness false in one part of his or her testimony is to be distrusted in others; that is to say, the jury may reject the whole of the testimony of a witness who has wilfully sworn falsely as to a material point; and the jury, being convinced that a witness has stated what was untrue, not as a result of a mistake or inadvertence, but wilfully and with the design to deceive, must treat all of his other testimony with distrust and suspicion and reject all unless they shall be convinced that notwithstanding the base character of the witness, he or she has in other particulars sworn to the truth.

The law does not require any defendant to prove his innocence, which, in many cases, might be impossible. On the contrary, the law requires the Government to establish his guilt and that by legal evidence and beyond a reasonable doubt.

If you can reconcile the evidence before you upon any reasonable hypothesis consistent with the defendant's innocence, you should do so, and in that case, find the defendant not guilty.

Reasonable doubt is not a mere possible doubt. Because everything relating to human affairs, and depending on moral evidence is open to some possible or imaginary doubt. It is that state of the case which, after the entire comparison and consideration of all the evidence, leaves the minds of jurors in that condition that they cannot say they feel an abiding conviction, to a moral certainty, of the truth of the charge.

While the defendant in a criminal action is not required to take the stand and testify, yet if he does so, his credibility and the value and effect of his evidence are to be weighed and determined by the same rules as the credibility and effect and value of the evidence of any other witness is determined. And the tests for determining credibility of witnesses as given you in another part of the instructions are to be applied to his testimony alike with that of all other witnesses.

The defendant is here prosecuted for alleged violations of the Emergency Price Control Act of 1942. This law was adopted by the Congress of the United States pursuant to authority given to the Congress of the United States by the Constitution. You are not concerned with its wisdom or unwisdom. It is the law of the land and you must be governed by it in the determination of this case. This law the Congress had the right to pass and it does not violate any of the constitutional rights of any person.

Before you can return a verdict of guilty against

the defendant on any of the counts in the Information, you must be convinced beyond a reasonable doubt that the defendant committed the acts charged in each count.

You will note that it is charged in the information that the acts alleged to be done were done knowingly and wilfully.

Doing or omitting to do a thing knowingly and wilfully implies not only a knowledge of the thing, but a determination with a bad intent to do it or to omit doing it.

When used in a criminal statute, it generally means an act done with a bad purpose. The word is also employed to characterize a thing done without ground for believing it is lawful, or conduct marked by careless disregard whether or not one has the right so to act.

Concerning Count One, you are instructed that if you believe beyond a reasonable doubt that the defendant demanded and received from Mr. and Mrs. Edgar Matthews, or either of them, the sum of \$20.00 as rental for the two-week period commencing on or about September 28, 1943, and that such payment was rental for a housing accommodation at 441 North Figueroa Street in this City, and that the same housing accommodation was actually rented on March 1, 1942 at a lower rental; and that defendant knowingly and wilfully charged a higher rental for the period beginning September 28, 1943, than he knew was charged therefor on March 1, 1942, and that the Area Rent Office had not made



an order authorizing such a higher rental, then you will find him guilty as Charged in count One.

Count Two of the information has been dismissed and you are not to draw any inference of any kind as to Count Two, or from the fact that there was at one time a Count Two in the information.

As to Count Three, if you believe beyond a reasonable doubt that the defendant demanded and received from Mr. and Mrs. Claude W. Hoffman, **or either of them**, the sum of \$20.00 as rental for the two-week period commencing December 15, 1943; and that such payment was rental for a housing accommodation at 440 North Figueroa Street in this city, and that the same housing accommodations was actually rented on March 1, 1942, at a lower rental, and that the defendant knowingly and wilfully charged a higher rental for the period beginning December 1, 1943, than he knew was charged therefor on March 1, 1942, and that the Area Rent Office had not made an order authorizing such a higher rental, then you will find him guilty as charged in Count Three.

Concerning Count Four, if you believe beyond a reasonable doubt that the defendant demanded and received from Mr. and Mrs. H. G. Yost, or either of them, the sum of \$10.00 as rental for one week from December 18, 1943; and that such payment was rental for a housing accommodation at 441 North Figueroa Street in this city, and that the same housing accommodation was actually rented on March 1, 1942, at a lower rental; and that defendant knowingly and wilfully charged a higher

rental for the period beginning December 18, 1943, than he knew was charged therefor on March 1, 1942, and that the Area Rent Office had not made an order authorizing such a higher rental, then you will find him guilty as charged in Count Four.

Concerning Count Five, if you believe beyond a reasonable doubt that defendant demanded and received from Mr. and Mrs. Mike Green, or either of them, the sum of \$10.00 as rental for the one week period commencing on or about December 11, 1943; and that such payment was rental for a housing accommodation at 441 North Figueroa Street in this city, and that the same housing accommodation was actually rented on March 1, 1942, at a lower rental; and that defendant knowingly and wilfully charged a higher rental for the period beginning December 11, 1943, than he knew was charged therefor on March 1, 1942, and that the Area Rent Office had not made an order authorizing such a higher rental, then you will find him guilty as charged in Count Five.

As to Count Six, if you believe beyond a reasonable doubt that defendant demanded and received from Mr. Bower and Mrs. Georgia Bower, or either of them, the sum of \$10.00 as rental for one week commencing on or about December 5, 1943; and that such payment was rental for a housing accommodation at 441 North Figueroa Street in this city, and that the same housing accommodation was actually rented on March 1, 1942, at a lower rental; and that defendant knowingly and wilfully charged a higher rental for the period beginning December

5, 1943, than he knew was charged therefor on March 1, 1942, and that the Area Rent Office had not made an order authorizing such a higher rental, then you will find him guilty as charged in Count Six.

Concerning Count Seven, if you believe beyond a reasonable doubt that the defendant demanded and received from Mrs. Georgia Bower the sum of \$10.000 as rental for a one-week period beginning December 12, 1943; and that such payment was rental for a housing accommodation at 441 North Figueroa Street in this city, and that the same housing accommodation was actually rented on March 1, 1942, at a lower rental; and that defendant knowingly and wilfully charged a higher rental for the period beginning December 12, 1943, than he knew was charged therefor on March 1, 1942, and that the Area Rent Office had not made an order authorizing such a higher rental, then you will find him guilty as charged in Count Seven.

However, if you have a reasonable doubt as herein defined, that the defendant did wilfully and knowingly do any of the acts charged in any of the counts enumerated, you will acquit him as to each of such counts as to which you have such doubt.

At all times pertinent to this case, it was the duty of a landlord desiring to raise the rental of housing accommodations in Los Angeles County, to file a petition for permission to do so with the Area Rent Office of the Office of Price Administration and to await the approval of that authority

before accepting any rental for a housing accommodation at a rate higher than that charged for the same housing accommodation on March 1, 1942.

Neither expenditures for remodeling nor the addition of furniture would warrant the defendant in raising the rent above the March 1, 1942, rate. If he made such expenditures or changes which then entitled him to added rental, his remedy was to secure the approval of the change from the Office of Price Administration before asking or receiving additional rent.

Nor could he without approval of the Office of Price Administration, by merely increasing the number of occupants change the nature of the establishments from apartment houses to rooming houses and charge rooming house rates.

If without such approval, the defendant knowingly and wilfully charged the higher rentals as alleged in any of the counts of the information, then he is guilty of the charge in the particular count of the information, even though you should be convinced that he actually made the changes or incurred the expenditures.

Your first duty upon retiring to the jury room to begin your deliberations in this case will be to select one of your number to act as Foreman. For your assistance, the clerk has prepared a form of verdict which reads:

"Title of the Court and Cause, No. 162,152—  
Criminal.



United States of America against Hugh Wilton,  
Defendant.

Verdict.

We, the jury, in the above entitled case, find the defendant, Hugh Wilton, blank as charged in Count One of the Information, blank as charged in Count Three of the Information, blank as charged in Count Four of the Information, blank as charged in Count Five of the Information, blank as charged in Count Six of the Information, and blank as charged in Count Seven of the Information.

Dated: Los Angeles, California, blank, 1944.

Blank, Foreman of the Jury."

In the Federal Court, the jury is required to return a unanimous verdict in both Civil and Criminal cases. This differs from State Court where 9 may return a verdict. All of you must agree upon a verdict before a verdict may be returned as to any of the Counts of the Information.

If you find the defendant guilty as charged in Count One of the Information, you will insert the word 'guilty'. If you find not guilty, you will insert the words 'not guilty,' and that applies to Count Three and to the other Counts of the Information.

While it is necessary that you all agree on the verdict, it is not necessary that you find the same verdict on each Count. You are free to find whatever verdict you desire as to every one of the Counts in the Information. However, you must find a verdict as to each Count remaining in the Information before you can bring in a verdict, un-

less the Court, upon proper showing, should agree to accept a verdict on less than all the Counts in the Information.

I am going into a great deal of detail here because gentlemen, this is your first session with me, and I don't know how elaborately the other Judges may have instructed you.

When your verdict is completed, it must be dated and signed by your Foreman, and by 'foreman' I mean 'forewoman' too, but 'forewoman' doesn't sound right. Foreman is a proper word. It must be signed by your Foreman and returned to the court room.

Are there any exceptions to the charge?

Mr. Taylor: May I ask that your Honor clarify the instructions given on the individual Counts? I am referring now to Count Number Five in the Government's instructions.

The Court: What do you want me to do? Merely summarize?

Mr. Taylor: This is the point, that they be the same housing accommodations, and I think the Court should elaborate the word 'same.'

The Court: That is an argument. The word 'same' is repeated. It is said repeatedly that the 'same housing accommodation was actually rented on March 1, 1942, at a lower rental.'

I have already explained to the jury how, when there are changes, that actually can be done. I can't give you an argument because I have avoided assiduously making any comments and I have given the reverse of it by stating if they have any doubt

as to any of the facts charged that the verdict must be not guilty.

Ordinarily I do not give an elaborate summary of the evidence, but in a case of this character you can't avoid doing it, but the wording is identical so that the jury will understand they have to find as to each of them on all the facts which are recited and that if any of the facts are not proved, or they have a reasonable doubt as to any of them, it is their duty to acquit.

Mr. Taylor: No other exceptions.

The Court: I think the jury understands the matter. I may say, gentlemen, you perhaps have learned by now in the Federal Court it is provided that either side may call the attention of the Court to any particular instructions or make suggestions, even, to instructions so the Court may if it so desires, make a correction. Courts are human, and at times they may overlook something. This is the only place where counsel can except to instructions and later on claim an error in the Court's instructions.

So, the instructions will remain as I have given them to you, and I think you understand the statement that I made in response to Mr. Taylor. It was merely a summary of what I had given you in greater detail in the instructions."

The Jury thereupon retired to deliberate on the case. Thereafter the Jury returned into Court with the following verdict:

"United States District Court, Southern District of California, Central Division.

United States of America, Plaintiff, vs. Hugh Wilton, Defendant, No. 16512 Criminal.

Verdict.

We, the Jury in the above entitled Case, find the defendant, Hugh Wilton, guilty as charged in Count One, guilty as charged in Count Three, guilty as charged in Count Four, guilty as charged in Count Five, guilty as charged in Count Six, and guilty as charged in Count Seven.

Dated, Los Angeles, California, March 15, 1944.  
H. K. Bagley, Foreman of the Jury."

The Court: So say all of you?

Thereupon the Jury was excused.

The Court thereupon ordered the time for judgment be continued to April 3, 1944, and at said time, sentenced the defendant as follows:

Defendant was sentenced to ninety days in jail on Count One; a fine of \$500.00 on Count Three; a fine of \$500.00 on Count Four, a fine of \$500.00 on Count Five, Six and Seven, and it was provided that the payment of \$500.00 would satisfy all fines on each and every count save Count One.

A notice of appeal was filed and defendant released on his own *reconnaissance*, upon deposit of the sum of \$500.00 with the Clerk of the Court.

### ASSIGNMENTS OF ERROR

The defendant assigns the following as error:

#### I.

The Court erred in denying the motion that the information be dismissed and the defendant discharged.



## II.

The Court erred in sustaining the objection to the following question: "Q. And then after that inventory was made can you tell me whether Figueroa Street, upon which these properties abutted, was widened?"

## III.

The Court erred in sustaining the objection to the following question: "Q. Now then, approximately what was the date, as near as you can recall, when the front of the building was taken off in the widening of Figueroa Street?"

## IV.

The Court erred in sustaining the objection to the following question: "Q. What were your instructions, if any?"

## V.

The Court erred in sustaining the objection to the following question: "Q. What was the difference?"

## VI.

The Court erred in making the following statement in the presence of the Jury: "That brings in an inquiry as to the reasonableness of the rental, and that is not the subject of the inquiry in this particular case. We are not sitting here reviewing the acts of the board.

Furthermore, it is apparent that at the time of the violation that is charged here, he had long been discharged."

## VII.

The Court erred in making the following statement in the presence of the jury:

“The Court: There is only one question involved here. The property was registered at a certain rental prior to the date. The question is whether there was more charged than that, and that is all there is in this lawsuit. The mere fact that he rented it too cheaply, he is just out of luck.”

## VIII.

The Court erred in making the following statement in the presence of the Jury:

“The Court: Well, he couldn’t rent cheaply. His remedy is to apply to the board for a reclassification in the light of the conditions, but you couldn’t, in this case, show that the O.P.A. made a mistake in freezing this man’s rent as of March 1st because the rentals were too low.

Good Lord, there isn’t a landlord in town that wouldn’t make that sort of argument, and there isn’t anyone who doesn’t feel it. We are not in a position to do that in this lawsuit.”

## IX.

The Court erred in making the following statement in the presence of the Jury:

“The question is, is it a valid regulation, and was it violated, and that is all there is to this lawsuit, or to any lawsuit involving the O.P.A. We try them all. We have tried gasoline coupons and all sorts of things. We didn’t try to determine

whether they ought to have only so many gas coupons, so many gallons of gas, on each coupon, or whether they were right in limiting persons to it because if we did, why, we would enter a field in which the Congress has not allowed us to enter."

### X.

The Court erred in making the following statement in the presence of the Jury:

"Yes, it is more of an argument than a statement. Did you go back the following day?"

### XI.

The Court erred in making the following statement in the presence of the Jury:

"The Court: That isn't the point. To be regarded as a rooming house or hotel, you should be able to take a room for yourself, for one person, for the night with the usual accommodations.

You can pile people on top of one another, but can you separate the apartment so that the Filipino sailor could have one room and an American boy the next one, and I have one room, and all have the proper accommodations? Have you ever done that?"

### XII.

The Court erred in making the following statement in the presence of the Jury:

"The Court: If you go into this I am going to have to instruct the jury as a matter of law that a person cannot double the number of tenants in an apartment, raise the maximum rent and turn it from an apartment to a rooming house."

## XIII.

The Court erred in making the following statement in the presence of the Jury:

“The Court: Well, that is his contention. That is his defense, that by doubling up he changed it, and it still remains an apartment and has to be rented as a unit and the price cannot be raised except with the consent of the Office of Price Administration, which it is conceded he has never been given in writing, and no writing appears here.

You will answer there, of course, that it is a matter to consider that he was led to believe that it was approved. That goes to his good faith, to the question of whether he did it wilfully with knowledge that he had no right to do so. That is why I allowed that to go in.

However, even though he spent \$10,000.00 and made them as desirable as the Ambassador Hotel, he couldn't raise the rent either by doubling the number of people living there. That doesn't change the classification.”

## XIV.

The Court erred in making the following statement in the presence of the Jury:

“The Court: Just a moment. Don't argue the case. Your lawyer is a very competent man to argue your case. You just answer the questions. I am ruling on a question of law here. It is for the jury to determine whether the offense is proven or not. I am just ruling on questions of law.”



## XV.

The Court erred in making the following statement in the presence of the Jury:

“The Court: The jury is instructed to disregard the last statement as being an argument and not in answer to the question. I want to warn you not to indulge in these kind of answers. You are arguing your case to the jury, which is the province of your lawyer and is not proper for a witness to do.”

## XVI.

The Court erred in making the following statement in the presence of the Jury:

“Let him answer the question. You are asking him the question. Don’t you fall into the same error he falls into or I will have two of you.”

## XVII.

The Court erred in making the following statement in the presence of the Jury:

“The Court: No. You can answer the specific question. You have been in court before. By your manner I can tell, but you haven’t evidently learned the rules of evidence. You can’t go on and make a speech. In moving pictures they do. They ask a man a question and he gets up and orates, but we can’t do that here. Not in American courts, anyway.”

## XVIII.

The Court erred in making the following statement in the presence of the Jury:

“The Court: As I said, I am going to instruct

the jury as I have already said that he could not, by making expenditures of money, without the approval of the O.P.A. raise the rent.

In other words, before any rent is raised, a man must make representations to entitle him to a different classification. He can't say, 'I spent so much money and therefore I want more rent,' because that is a violation not of the O.P.A. regulations themselves. It is a violation of the Price Regulation Act because, gentlemen, as I will instruct you, the function of the O.P.A. and the power is given by the Government of the United States which has established this body to regulate prices and merely gives the O.P.A. the right to fill in the details.

Congress does not and could not say that anybody violating the regulations shall be guilty of an offense. All the O.P.A. does is carry out the intent of Congress in the Emergency Price Control Act of 1942, and applies to the control of all prices.

All the rationing that is done, the rationing of food, gasoline, and limitations of freezing the wages, rents and prices are done under this one authorization of the Congress, and the Office of Price Administration is merely one of the instrumentalities by which Congress authorizes this done. You want to get away from the idea that the O.P.A. is doing these things. It is the Congress of the United States which means the people of the United States, and these are merely details in carrying out the intent of the Congress."

## XIX.

The Court erred in making the following statement in the presence of the Jury:

“I am not going to let you start another argument. You will have to answer the question yes or no.”

## XX.

The Court erred in making the following statement in the presence of the Jury:

“The Court: Of course, this witness’ testimony is a department of utter confusion, and perhaps I am caught up in the confusion that results from his words.”

## XXI.

The Court erred in admitting each and every exhibit which was admitted in evidence.

## XXII.

The Court erred in giving instructions to the Jury.

## XXIII.

That the evidence was and is insufficient to sustain a conviction of the defendant as to each and every count of the amended information.

## XXIV.

That the evidence was and is insufficient to prove any criminal intent on the part of the defendant.

The Trial Court having, at proper time, duly extended the time of defendant within which to prepare, serve, have settled and file his bill of exceptions and assignments of error, and said time hav-

ing been further extended by an order of the United States Circuit Court of Appeal for the Ninth Circuit to and including November 1, 1944, within which to serve and file his proposed bill of exceptions, appellee to have to and including November 10, 1944, to file amendments, and that said bill of exceptions be settled on or before November 18, 1944, upon the stipulation of the parties hereto, through their respective attorneys, the Court hereby settles and allows the foregoing, together with the original exhibits on file, as the bill of exceptions herein.

Done in open Court this 24th day of November, 1944.

LEON R. YANKWICH

District Judge.

#### STIPULATION FOR SETTLEMENT OF THE BILL OF EXCEPTIONS

It Is Hereby Stipulated and Agreed by and between the parties to the above entitled action, through their respective attorneys, that the foregoing, together with the original exhibits on file in said action, may be approved, settled and allowed by the above entitled Court as the bill of exceptions of defendant and appellant on appeal, and that said bill of exceptions contains all of the evidence material and pertinent to a consideration of each and every assignment of error asserted and contended for by defendant and appellant.



Dated this 23rd day of November 1944.

CHARLES H. CARR,  
United States Attorney,

By ERNEST A. TOLIN,  
Deputy United States Attorney.

Attorneys for Plaintiff and  
Respondent.

PAUL TAYLOR and JOSEPH  
P. GUERIN,

Attorneys for Defendant and  
Appellant.

[Endorsed]: Lodged Nov. 1, 1944.

[Endorsed]: Filed Nov. 24, 1944.

---

[Endorsed]: No. 10740. United States Circuit Court of Appeals for the Ninth Circuit. Hugh Wilton, Appellant, vs. United States of America, Appellee. Transcript of Record. Upon Appeal from the District Court of the United States for the Southern District of California, Central Division.

Filed December 27, 1944.

PAUL P. O'BRIEN

Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit.

